BLYTHE CITY COUNCIL



AGENDA JANUARY 27, 2015 6:00 p.m.

Mike Evans, Mayor
Timothy "Tim" Wade, Vice Mayor
Joseph "Joey" DeConinck, Councilman
Wayne Cusick, Councilman
Oscar Galvan, Councilman
Frank Luckino, City Manager
Mallory Sutterfield, City Clerk

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CA



CITY OF BLYTHE CITY COUNCIL MEETING January 27, 2015 5:00pm

CALL TO ORDER

ROLL CALL

Mayor Evans Vice Mayor Wade Councilman DeConinck Councilman Galvan Councilman Cusick

City Clerk Sutterfield City Treasurer Elms City Manager Luckino City Attorney Bettenhausen

Interim Police Chief Mathews Planner Burrow Public Works Director Baldizzone

PUBLIC COMMENT: Public comments will be allowed on matters not appearing on the agenda, but within Council/Successor Agency's jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

EXECUTIVE SESSION:

 Labor Negotiations, Pursuant to Government Code Section 54957.6, Sworn and Non-Sworn Units.

NOTE TO THE PUBLIC:

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact City Clerk Mallory Sutterfield at (760)922-6161 EXT. 237. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).



Meeting of The Blythe City Council January 27, 2015 6:00pm

CALL TO ORDER

ROLL CALL

Mayor Evans Vice Mayor Wade Councilman DeConinck Councilman Galvan Councilman Cusick

City Clerk Sutterfield City Treasurer Elms City Manager Luckino City Attorney Bettenhausen

Interim Police Chief Mathews Planner Burrow Public Works Director Baldizzone

PLEDGE OF ALLEGIANCE

INVOCATION

ADDED STARTER

The City Council may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the City Council and/or staff subsequent to the posting of the Agenda. An action adding an item to the Agenda requires a 2/3 vote of the City Council (4 of 5 Council Members). If less than 2/3 of the City Council is present, adding an item to the Agenda requires a unanimous vote.

REPORT FROM CLOSED SESSION:

PRESENTATION: (Item 1-2)

- Certificate of Appreciation to Gilbert Fernandez.
- 2. City Staff Introductions.

CONSENT CALENDAR- (Items 3- 11) All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for 3.

Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, January 23, 2015.

4. Approval of the Warrant Register.

Recommendation: Approve 1/27/15, warrants numbered 61610 through 61657 in the amount of \$328,639.93; 1/27/15, warrants numbered 61658 through 61666 and 61668 through 61673 in the amount of \$1,161.00; 1/27/15, warrants numbered 61677 through 61689 in the amount of \$1,420.75 and 1/27/15, warrants numbered 61674 through 61676 and 61690 through 61763 in the amount of \$377,512.85.

5. Approval of the Payroll Register.

Recommendation: Approve 1/27/15, warrants numbered 46928 through 46955 and Direct Deposits numbered 33050 through 330511 in the amount of \$257,750.89; 1/27/15, warrants numbered 46956 through 46964 and Direct Deposits numbered 33106 through 33165 in the amount of \$67,590.42; 1/27/15, warrants numbered 46965 through 46967 in the amount of \$276.44 and 1/27/15, warrants numbered 46968 through 46995 and Direct Deposits numbered 33201 through 33255 in the amount of \$259,003.34.

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California, and the information counter of the Palo Verde Valley District Library located at 125 W. Chanslorway, Blythe, California, during normal business hours. In addition such writings and documents will be posted on the City's website:

- 6. <u>Minutes of the December 9, 2014 City Council Meeting.</u>
 Recommendation: Approve the Minutes of the December 9, 2014 Meeting.
- 7. Minutes of the December 17, 2014 Special City Council Meeting.

 Recommendation: Approve the Minutes of the December 17, 2014 Special Meeting.
- 8. <u>City of Blythe Permits Issued for December 2014.</u>
 Recommendation: Receive and file this monthly report.
- 9. <u>City of Blythe Fire Department Monthly Activity Report for December 2014.</u>
 Recommendation: Receive and file this monthly report.
- Sex Offender Ordinance.

Recommendation: Conduct the second reading of Ordinance No. 865-14 which amends sections 9.32.010 through 9.32.070 of Chapter 9.32 (Sex Offenders) of the Blythe Municipal Code.

ORDINANCE NO. 865-14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 9.32 (SEX OFFENDERS) OF SECTION III (OFFENSES AGAINST PUBLIC DECENCY) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE BLYTHE MUNICIPAL CODE RELATING TO SEX OFFENDERS.

11. <u>Conflict of Interest Code.</u>

Recommendation: Conduct the second reading of Ordinance No. 867-14, repealing Chapter 2.24, Conflict of Interest, of the Blythe Municipal Code.

ORDINANCE NO. 867-14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO REPEAL CHAPTER 2.24 (CONFLICT OF INTEREST CODE) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BLYTHE MUNICIPAL CODE.

PUBLIC HEARING: None

ORDINANCE: (Item 12)

12. <u>Security Alarm Systems.</u>

Recommendation: Conduct the first reading of Ordinance No. 868-14.

ORDINANCE NO. 868-14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 5.77 (SECURITY ALARM SYSTEMS) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE BLYTHE MUNICIPAL CODE RELATING TO PENAL TIES FOR FALSE ALARMS AND PERMIT VIOLATIONS.

RESOLUTION: None

NEW BUSINESS: (Items 13-17)

13. <u>Creation of Personnel Position.</u>

Recommendation: Approve the creation of a Police Civilian Investigator position to be added to the Non-Sworn MOU at salary range 37.

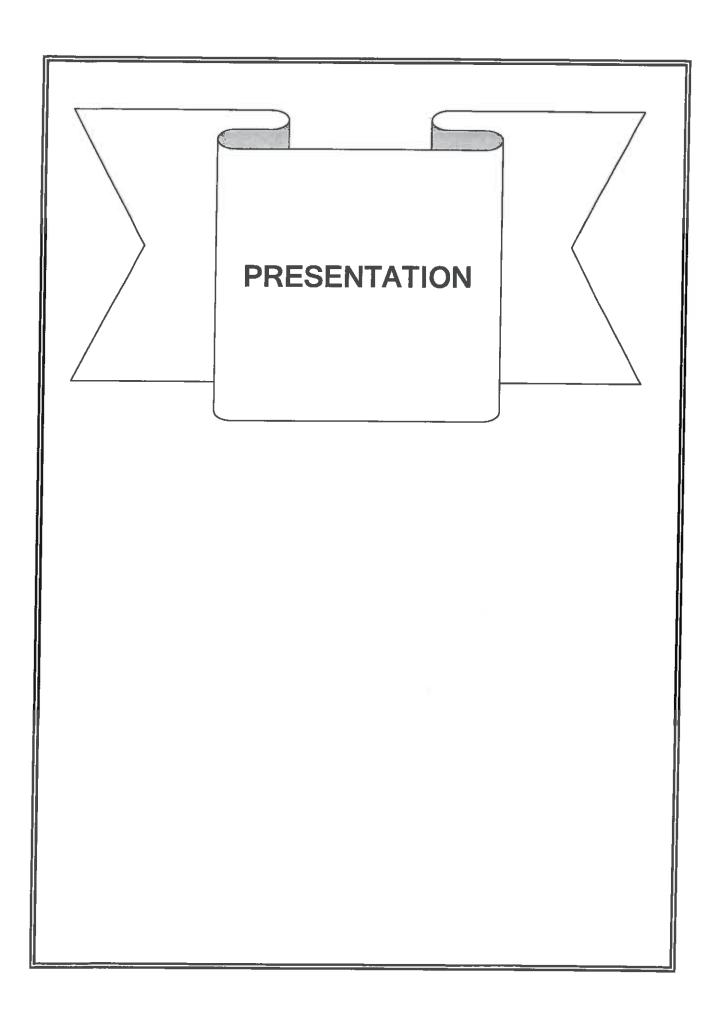
14. Second Amendment and Restatement of the Franchise Agreement between the City of Blythe and CR&R Incorporated.

Recommendation: Authorize the City Manager to execute the Second Amendment and Restatement of the Solid Waste Franchise Agreement with CR&R Incorporated.

15. <u>Late Fee for Delinquent Utility Accounts.</u>

Recommendation: Adopt Resolution No. 2015-001, establishing late payment fees for delinquent utility accounts.

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California, and the information counter of the Palo Verde Valley District Library located at 125 W. Chanslorway, Blythe, California, during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.



CITY OF BLYTHE CITY COUNCIL MEETING



STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT:

Certificate of Appreciation for Gilbert Fernandez

PRESENTED BY:

Councilman Cusick

PREPARED BY:

Mallory Sutterfield, City Clerk

RECOMMENDATION: It is recommended Council present a Certificate of Appreciation to Gilbert Fernandez for his service to the City of Blythe.

FISCAL IMPACT: None

STAFF REPORT: Mr. Fernandez is a Blythe resident who has spent the past five years volunteering his time to cleaning up the City. He is regularly seen along Hobsonway sweeping the gutters and sidewalks. His dedication to the City is much appreciated and Councilman Cusick would like to take this opportunity to recognize Mr. Fernandez for his efforts in helping to keep our City beautiful.

CITY OF BLYTHE CITY COUNCIL MEETING



STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT:

City Staff Introductions

PRESENTED BY: Public Works Director Baldizzone

PREPARED BY:

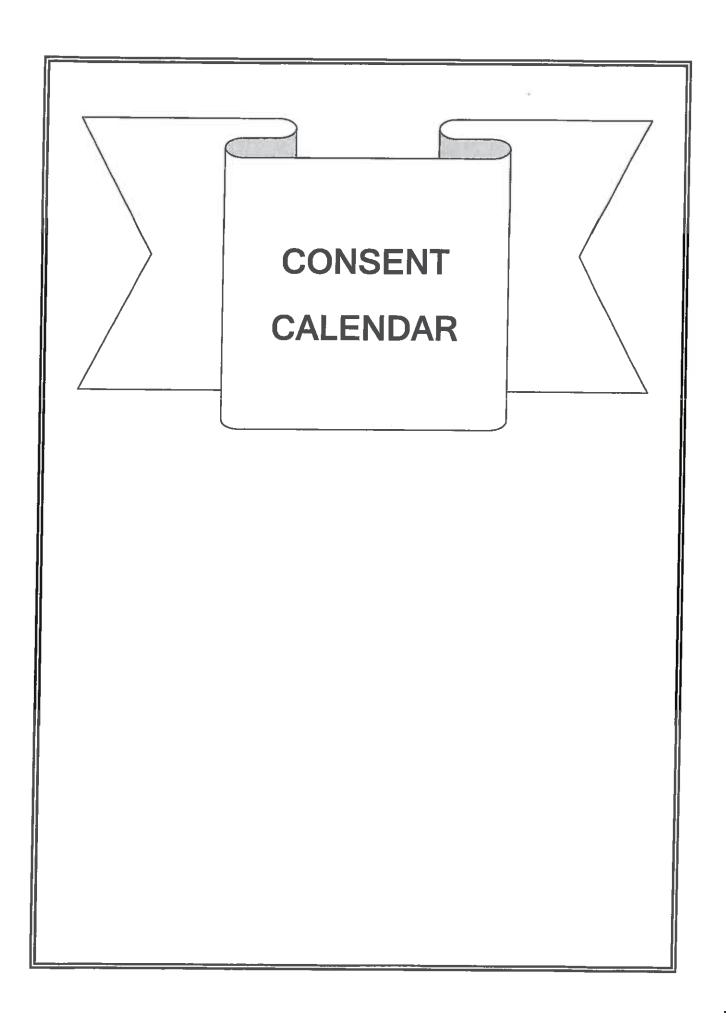
Mallory Sutterfield, City Clerk

RECOMMENDATION: It is recommended Council entertain a presentation from Public

Works Director Baldizzone.

FISCAL IMPACT: None

STAFF REPORT: It is staff's intent over the next several months to introduce new and long term City employees and share a bit about what they do for the City each day. At the last meeting Council was introduced to three Finance Department employees. Tonight, Public Works Director Baldizzone will introduce three members of his team.



vchilst 12/19/2014	1:28:31PM	Voucher List City of Blythe		n.	Page:
Bank code :	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61610	12/23/2014 000025 ALMQUIST BLYTHE AUTO PARTS INC	187388	002272	PARTS/SUPPLIES Total:	16.07
61611	12/23/2014 000051 C B PLUMBING	69709	002347	REPAIR/MAINTENANCE SERVICES Total:	212.73 212.73
61612	12/23/2014 005584 CALCLEAN INC	CP0017-28	002348	HYDROCARBON CLEAN-UP/PLUME Total:	3,263.00 3,263.00
61613	12/23/2014 000830 CENTURY FORMS INC	190799	002167	SHUT-OFF NOTICES Total:	694.75 694.75
61614	12/19/2014 004804 CITY OF BLYTHE	NOV 2014		AMOUNT BILLED TO CUSTOMERS Total:	33,075.00 33,075.00
61615	12/23/2014 001086 COPA INC	11/2014	001751	CITY VEHICLES - GASOLINE - NOVI	494.13 494.13
61616	12/23/2014 004986 COUNTY OF RIVERSIDE	TL0000011075	002349	HOBSONWAY/I-10 INTERCHAGE PF Total:	15,107.13 15,107.13
61617	12/23/2014 005603 CR&R INCORPORATED	0016661 NOV 2014	002350 002270	LANDFILL FEES - NOV 2014 FRANCHISE CONTRACT Total:	300.00 167,390.87 167,690.87
61618	12/23/2014 000083 CRAWFORD ASSOCIATES	12660 12672	002301 002301	CONCRETE CLASS II BASE Total :	382.85 1,119.98 1, 502.83
61619	12/23/2014 000431 CRW SYSTEMS, INC.	14-719	002330	TECHNICAL SUPPORT/SOFTWARE Total:	5,150.00 5,150.00
61620	12/23/2014 000156 CYLE JOHNSON ELECTRIC INC	51313 51325	002291 002267	REPAIR/MAINTENANCE SERVICE - REPAIR/MAINTENANCE SERVICES	212.50 85.00 297.50
61621	12/23/2014 003173 DB BACKFLOW, PLUMBING & FIRE	112914A	002352	BACKFLOW TESTING SERVICES	990.40

vchlist 12/19/2014	1:28:31PM	Voucher List City of Blythe		۵.	Page: 2
Bank code:	union		l l		
Voucher	Date Vendor	Invoice PO#	*	Description/Account	Amount
61621	12/23/2014 003173 DB BACKFLOW, PLUMBING & FIRE	(Continued) 120714A 002	002351 002351	BACKFLOW TESTING SERVICES	1,156.74
				Total:	2,147.14
61622	12/23/2014 005996 DE LAGE LANDEN PUBLIC FINANCE	43593932 001 43809210 001 43874712 001	001674 001673 001639	CONTRACT #25293025 LANIER/MP(CONTRACT #25273764 LANIER/MP(CONTRACT #100-10017096 12/24/2(Total :	264.25 265.39 3,397.92 3,927.56
61623	12/23/2014 004033 DECONINCK, JOSEPH	12102014 002	002328	FUEL Total:	37.18 37.18
61624	12/23/2014 002474 DISPENSING TECHNOLOGY CORP	6993 002	002353	PARTS/SUPPLIES Total:	195.31 195.31
61625	12/23/2014 000016 E S BABCOCK & SONS INC	BK42321-0040 001	001526	TESTING SERVICES Total:	191.50 191.50
61626	12/19/2014 000547 ESGIL CORPORATION	11144056		PLAN CHECK SERVICES 11/2014 Total:	1,331.00
61627	12/23/2014 005213 FRONTIER	7601980011 001 7609223812 001 9091590013 001 9091590042 001	001832 001780 001832 001780	COMMUNICATIONS/CITY HALL PRI COMMUNICATIONS/ELECTRONIC & COMMUNICATION/CITY FACILITIES COMMUNICATION/FIRE 12/7/2014-1 CENTRANET ACCESS-SL/WELLS 1;	460.00 124.17 6,009.91 286.79 1,634.25 8,515.12
61628	12/23/2014 005978 FULTON DISTRIBUTING - SO CAL	338473 002 002	002354 002354	JANITORIAL SUPPLIES/ALL DEPTS	425.32
61629	12/23/2014 000869 GRAINGER	865850804 002	002269	PARTS/SUPPLIES Total:	137.75
61630	12/23/2014 000150 INLAND BUILDERS SUPPLY INC	484725 002 484922 002	002355 002355	PARTS/SUPPLIES PARTS/SUPPLIES	24.56 18.95
					Page: 2

vchlist 12/19/2014	1:28:31PM	Voucher List City of Blythe		Pa	Page: 3
Bank code :	union				
Voucher	Date Vendor	Invoice	#04	Description/Account	American
61630	12/23/2014 000150 INLAND BUILDERS SUPPLY INC	(Continued) 485470 485539 485587 485696	002304 002306 002306 002308	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	21.03 43.26 26.43 37.23
61631	12/23/2014 005295 KONICA MINOLTA	9000968655	001760	ACCT 1165535 BIZHUB C554/COPIE	412.97 412.97
61632	12/23/2014 004367 MES	00581046_SNV	002356	SERVICE/SUPPLIES Total:	837.42 837.42
61633	12/19/2014 006312 MUHE, DANIEL L	B1410-001		REFUND OF UNUSED PLAN CHECH	469.63 469.63
61634	12/23/2014 004231 MUNICIPAL MAINTENANCE EQUIP	0096291-IN	002357	PARTS/SUPPLIES Total:	752.62 752.62
61635	12/23/2014 000199 PALO VERDE IRRIGATION DISTRICT	411535	002358	2014/2015 WATER TOLL - QUECHAI Total :	222.00 222.00
61636	12/23/2014 005009 PARKER OIL PRODUCTS, INC	64113 64298	001764 001764	GASOLINE/OIL - EQUIPMENT GASOLINE/OIL - EQUIPMENT Total :	35.88 33.72 69.60
61637	12/23/2014 005645 PROTECTION ONE ALARM	100989442,443 10098944,445	001479 001479	ALARM MONITORING SERVICE/CH ALARM MONITORING SERVICE/REI Total :	195.00 240.00 435.00
61638	12/23/2014 000988 PRUDENTIAL OVERALL SUPPLY	20950285 20950286 20950287 20952343 20952344 20952365 20953730	002361 002359 002359 002362 002360 002360	UNIFORM SERVICE - PARKS MATS & TOWELS - PW UNIFORM SERVICE - PW MATS & TOWELS - WPTF UNIFORM SERVICE - WPTF MATS & TOWELS - WWTP UNIFORM SERVICE - WANTP UNIFORM SERVICE - PARKS	9.74 24.53 111.79 41.22 11.62 22.66 38.89 9.74

	1:28:31PM	City of Blythe			Page: 4
Bank code :	union				
Voucher	Date Vendor				
61638	4	Invoice	PO#	Description/Account	Amount
	SCORE CONTROL SOFT	(Continued)			
		20953731	002359	MATS & TOWELS - PW	
		20953732	002359	UNIFORM SERVICE - PW	24.53
		20955/49	002362	MATS & TOWELS - WPTF	125.85
		20055730	002362	UNIFORM SERVICE - WPTF	11.22
		20056772	002360	MATS & TOWELS - WWTP	20.11
		20833/72	002360	UNIFORM SERVICE - WWTP	38.80
		20937 144	002361	UNIFORM SERVICE - PARKS	9.74
		20957 145 20957146	002359	MATS & TOWELS - PW	24.53
		2095140 20959195	002359	UNIFORM SERVICE - PW	111 79
		20959195	002362	MATS & TOWELS - WPTF	41 22
		20959190 20959216	002362	UNIFORM SERVICE - WPTF	11 62
		20052210	002360	MATS & TOWELS - WWTP	22.66
		20953217	002360	UNIFORM SERVICE - WWTP	20.25
		20960626	002361	UNIFORM SERVICE - PARKS	90.09
		2096067	002359	MATS & TOWELS - PW	24.53
		20963300	002380	UNIFORM SERVICE - PW	111.79
		20963301	002360	MATS & TOWELS - WMTP	22.66
			200700	CIVILLORIN SERVICE - WINTP	80.63
61639	12/23/2014 006019 PRUITT MICHAEL			Total:	1,044.76
		46825	002363	REIMBURSEMENT - PP EXCEPTION	00.01
61640	12/23/2014 000313 CIIII O CESTO 1			Total:	10.00
	CONTROL CONTROL OF THE CONTROL OF TH	7620131	002150	DEPARTMENTAL SUPPLIES	22 FB
		800000	002150	DEPARTMENTAL SUPPLIES	89.99
61641	12/23/2014 000218 RICHARDS WATSON 9 CF2::::			Total ;	112,57
	NOHOLES & ROSING AND SOLICE OF THE SOLICE OF	199091	002364	PROFESSIONAL SERVICES THROL	3.404.00
61642	12/02/06/14 00:00:00			Total:	3,404.00
	12/23/2014 005981 KOAD RUNNER SANITARY	85747	002365	JANITORIAL SUPPLIES/ALL DEBAB	
61643			v	Total:	102./4
	12/19/2014 005176 ROCKWELL SOLUTIONS, INC	1009	000485	PARTS/SUPPLIES	- 1
					1,709.43
				lotal	1,789.43

Bank code: union vendor linvoice 61645 12/23/2014 000238 SHELL 065129140412 61646 12/23/2014 0002439 SHELL 8000243991412 61646 12/23/2014 005290 SOTO, KRYSTAL FS1112014-3 61647 12/23/2014 006283 SOUTHERN CALIFORNIA EDISON CO 2012032199 61648 12/23/2014 006110 SOUTHWEST NETWORKS, INC 14-11551 61649 12/23/2014 006013 SWANERTON BUILDERS B1408-023 61650 12/19/2014 006013 SWANERTON BUILDERS B1408-023 61651 12/23/2014 006001 TAMCO CAPITAL CORPORATION 5001737963 61652 12/23/2014 002047 THE GAS COMPANY 07632638008 61653 12/23/2014 002016 TRAFFIC PARTS 397014 61654 12/23/2014 002016 TRAFFIC PARTS 397014	City of Blythe		i.	Page: 5
12/23/2014 000238 SHELL 12/23/2014 000238 SHELL 12/23/2014 0002439 SHELL 12/23/2014 000283 SOUTHERN CALIFORNIA EDISON CO 12/19/2014 000283 SOUTHERN CALIFORNIA EDISON CO 12/19/2014 006110 SOUTHWEST NETWORKS, INC 1/2/23/2014 006313 SWINERTON BUILDERS 12/23/2014 006313 SWINERTON BUILDERS 12/23/2014 000247 THE GAS COMPANY 12/23/2014 000247 THE GAS COMPANY 12/23/2014 000110 TYLER TECHNOLOGIES INC 12/23/2014 000110 TYLER TECHNOLOGIES INC				
12/23/2014 000238 SHELL 12/23/2014 006290 SOTO, KRYSTAL 12/19/2014 000283 SOUTHERN CALIFORNIA EDISON CO 12/19/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 0002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC 12/23/2014 000110 TYLER TECHNOLOGIES INC	Invoice	; (,	
12/23/2014 003439 SHELL 12/23/2014 006290 SOTO, KRYSTAL 12/19/2014 006290 SOTO, KRYSTAL 12/19/2014 006293 SOUTHERN CALIFORNIA EDISON CO 12/19/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 000247 THE GAS COMPANY 12/23/2014 000210 TYLER TECHNOLOGIES INC 12/23/2014 000110 TYLER TECHNOLOGIES INC		# 2	Description/Account	Amount
12/23/2014 0003439 SHELL 12/23/2014 006290 SOTO, KRYSTAL 12/19/2014 006290 SOTO, KRYSTAL 12/19/2014 006210 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 3 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC 12/23/2014 000110 TYLER TECHNOLOGIES INC	065129140412	001731	GASOLINE/PW 11/6-12/5/2014	38.86
12/23/2014 006290 SOTO, KRYSTAL 12/19/2014 006293 SOUTHERN CALIFORNIA EDISON CO 12/19/2014 006110 SOUTHWEST NETWORKS, INC 1/2/23/2014 006011 SAYBRIDGE SUITES SAN DIEGO 12/19/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000011 TAME GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 0000110 TYLER TECHNOLOGIES INC 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total:	38.86
12/23/2014 006290 SOTO, KRYSTAL 12/19/2014 006283 SOUTHERN CALIFORNIA EDISON CO 12/23/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 0002616 TRAFFIC PARTS 12/23/2014 0000110 TYLER TECHNOLOGIES INC 12/23/2014 0000110 TYLER TECHNOLOGIES INC	8000243991412	002366	GASOLINE/PD 11/6-12/5/2014	97.01
12/19/2014 000283 SOUTHERN CALIFORNIA EDISON CO 12/23/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC	FS11/2014-3	002266	Total: FUNSTEPS ASSISTANT	97.01
12/23/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total:	180.00
12/23/2014 006110 SOUTHWEST NETWORKS, INC 1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC		001767 001767	STREET LIGHTING 11/1-12/1/2014 STREET LIGHTING 11/1-12/1/2014	13,795.62
1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total:	13,846.31
1/2/2015 006049 STAYBRIDGE SUITES SAN DIEGO 12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC		002367 002367	COMPUTER PARTS/ACCESSORIES SHIPPING CHARGES	723.60
12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006313 SWINERTON BUILDERS 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total :	737.58
12/19/2014 006313 SWINERTON BUILDERS 12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC		002334	LODGING - J WADE	703.50
12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total :	703.50
12/23/2014 006001 TAMCO CAPITAL CORPORATION 12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			REFUND OF UNUSED PLAN CHEC	8,312.52
12/23/2014 000247 THE GAS COMPANY 12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC		001483	MITEL PHONE SYSTEM 12/31/2014-	1,000.61
12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC			Total:	1,000.61
12/23/2014 002616 TRAFFIC PARTS 12/23/2014 000110 TYLER TECHNOLOGIES INC		001772 001773	NATURAL GAS/COMMUNITY CENTE NATURAL GAS/PD 11/4-12/6/2014	77.88
12/23/2014 000110 TYLER TECHNOLOGIES INC	20705		Total:	159.70
12/23/2014 000110 TYLER TECHNOLOGIES INC	5870.14	002091	TRAFFIC PARTS/SUPPLIES	2,009.16
10/004E 0004c0 3400/01		000368	Total	2,009.16
10007		90000	EDEN SYSTEM MAINT/SUPPORT 1/	40,862.63
	010514	002335	TRAVEL - M&I	245.00

1	1:28:31PM	Voucher List City of Blythe			Page:
union					
Date	Vendor	Invoice	# Od	Deeription/Account	4
1/2/2015	1/2/2015 003186 003186 WADE, JEFF	(Continued)		Total	Amount
12/19/201	12/19/2014 004356 WIGO WIRELESS	8609/2	002098	SURVEILLANCE SYSTEM UPGRADI	ဖ
10000001				Total:	1): 6,166.96
12/23/201	12/23/2014 001258 WPCI - WESTERN PATHOLOGY INC	S101273	002329	RANDOM DRUG SCREEN	34.00
Vouchers	48 Vouchers for bank code: union			Total:	
Voiichore	48 Voicebore in this source			Bank total :	11: 328,639.93
	lode sir iii			Total vouchers:	s: 328,639.93

ဖ

vchlist

vchlist 01/06/2015	10:00:20AM	Voucher List City of Blythe			Page:
Bank code :	union				
Voucher	Date Vendor	Invoice	# 04	Description/Account	
61658	12/22/2014 006120 DANIELS, TERRY	FF/2014-2	002312	FLAG FOOTBALL OFFICIAL	Amount 88.00
61659	12/22/2014 006298 HILL, JULIANNA	FF/2014-6	003330	Total:	88.00
			005050	ZU14 FLAG FUU BALL Total:	95.00
61660	12/23/2014 005863 JOHNSON, JOSHUA	FF/2014-9	002317	2014 FLAG FOOTBALL OFFICIAL	40.00
61661	12/23/2014 005560 DIAZ JOSEPH			Total:	40.00
		FF/2014-4	002313	2014 FLAG FOOTBALL OFFICIAL	110.00
61662	12/23/2014 006292 WHITE, DEVONTE	FF/2014-14	002323	2014 FLAG FOOTBALL OFFICIAL	55.00
0				Total:	55.00
61663	12/23/2014 005797 DIAZ, FRANK	FF/2014-3	002314	2014 FLAG FOOTBALL OFFICIAL	85.00
61664	12/20/2014 ADGRAG TENNITHENT AND CONTRACT			Total	85.00
	1228/2014 000028 IENIENIE, ANIHONY	FF/2014-11	002319	FLAG FOOTBALL OFFICIAL	105.00
61665	12/30/2014 006294 TENNEEOS SLIZANNE			Total :	105.00
		FF/2014-12	002322	FLAG FOOTBALL OFFICIAL Total:	45,00
61666	12/30/2014 006027 OJEDA, EVELIA	FF/2014-13	002318	FLAG FOOTBALL OFFICIAL	171.00
61668	12/31/2014 006024 DANIELS KANE			Total:	171.00
		FF/2014-1	002311	FLAG FOOTBALL OFFICIAL	72.00
61669	12/31/2014 006296 EDMOND, JONTAE	FF/2014-5	002326	FLAG FOOTBALL OFFICIAL	120.00
61870	Property of the state of the st			Total:	120.00
	14.5 72014 00028/ EDMOND, IRESHAUN	FF/2014-7	002325	FLAG FOOTBALL OFFICIAL	60.00
61671	12/31/2014 005476 JIMENEZ, ANDREA	FE/2014 8	4,700	lotal:	00:00
			0023Tb	FLAG FOOTBALL OFFICIAL	27.00

vchlist 01/06/2015	10:00:20AM	Voucher List City of Blythe			ů.	Page:	64
Bank code :	union						1
Voucher	Date Vendor	Invoice	PO #	Description/Account		Ì	
61671	12/31/2014 005476 005476 JIMENEZ, ANDREA	(Continued)			Total:	2 Am	27.00
61672	12/31/2014 006295 RAMIREZ, ANTONIO	FF/2014-10	002321	FLAG FOOTBALL OFFICIAL	-	· 65 ·	63.00
61673	12/31/2014 006293 WILLIAMS, JOSEPH	FF/2014-15	002324	FLAG FOOTBALL OFFICIAL	i otali	(S) (B)	63.00 25.00
_	15 Vouchers for bank code : union			ų.	Total:	N .	25.00
-	15 Vouchers in this report			7	Dank total:	1,161.00	1,161.00
					9		

vchlist

vchlist 01/08/2015	9:36:47AM	Voucher List City of Blythe			Page:	₹
Bank code :	union					
Voucher	Date Vendor	Invoice	# 0d	Description(Account		
61677	12/30/2014 006305 BOWMAN, DANNY	Ref000180719		UB Refund Cst #019531		Amount 135.00
61678	12/30/2014 006301 CRAIG, ELIZABETH	Ref000180715		UB Refund Cst #018799	Total:	135.00 49.28
61679	12/30/2014 006307 CURTIS, BILL	Ref000180721		UB Refund Cst #019849	Total:	49.28 75.28
61680	12/30/2014 006306 FARFAN, JOSE	Ref000180720		UB Refund Cst #019754	Fotal:	75.28 120.46
61681	12/30/2014 006300 GONZALEZ, VERONICA & RUBEN	Ref000180714		UB Refund Cst #016345	Total	120.46 92.47
61682	12/30/2014 006308 GUZMAN, MICHELA	Ref000180722		UB Refund Cst #019912	Total:	92.47 107.74
61683	12/30/2014 006299 HERNANDEZ, ALMA & TONY	Ref000180713		UB Refund Cst #015567	Total:	107.74 65.20
61684	12/30/2014 006310 JANELLE, ROBERT	Ref000180724		UB Refund Cst #019928	Total:	65.20 396.02
61685	12/30/2014 006302 LOPEZ, NEVA	Ref000180716		UB Refund Cst #018984	Total:	396.02 137.02
61686	12/30/2014 006303 MESERVEY, BRET	Ref000180717		UB Refund Cst #019294	Total:	41.55
61687	12/30/2014 006311 ROSARIO, EDGAR	Ref000180725		UB Refund Cst #019944	10121	41.55 10.41
61688	12/30/2014 006309 SALCEDO, RELYNDO	Ref000180723		UB Refund Cst #019913	Total:	10.41
61689	12/30/2014 006304 TURNQUIST, DEBBIE	Ref000180718		UB Refund Cst #019420	Total	76.47 113.85

vchlist

vchlist 01/16/2015	9:53:24AM	W	Voucher List City of Blythe			Page:
Bank code :	union					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
61674	1/5/2015	005922 PRINCIPAL LIFE	N46484-1		DENTAL, VISION, LIFE, STD, PREMI Total:	6,490.84 6,490.84
61675	1/5/2015	005923 CALIFORNIA PUBLIC EMPLOYEES'	1630		HEALTH BENEFITS - ALL EMPLOYE Total :	107,241.64 107,241.64
61676	1/5/2015	001564 RIVERSIDE CNTY SHERIFF'S DEPT	012615	002432	ARREST, SEARCH & SEIZURE TRA	139.00 1 39.00
61690	1/9/2015	000283 SOUTHERN CALIFORNIA EDISON CO	2004171732	002456	ELECTRICITY/CITY FACILITIES 12/2 Total:	44,367,49 44,367,49
61691	1/13/201	1/13/2015 004154 ADT SECURITY SERVICES INC.	533969747	001470	ALARM/PW 1/1-1/31/2015 Total:	80.53 80.53
61692	1/13/201	1/13/2015 000025 ALMQUIST BLYTHE AUTO PARTS INC	187818	002458	PARTS/SUPPLIES Total:	367.09 367.09
61693	1/13/201	1/13/2015 002458 AQUA-METRIC SALES, CO	0054493-IN	002271	PARTS/SUPPLIES Total:	814.63
61694	1/13/201	1/13/2015 005216 ARROWHEAD FORENSICS	75204	002407	GUN BOXES - EVIDENCE ROOM SI.	161.01 161.01
61695	1/13/201	1/13/2015 001937 AZCA DRILLING & PUMP, INC.	11014	002459	PARTS/SUPPLIES Total:	1,284.77
61696	1/13/201	1/13/2015 000385 BIO-TOX LABORATORIES	29642	002404	URINE SCREEN Total:	41.70
61697	1/13/201	1/13/2015 000026 BLYTHE AREA CHMBER OF COMMERCE 113		002460	CHIRIACO SUMMIT BILLBOARD 12/	212.50 212.50
61698	1/13/201	1/13/2015 000035 BLYTHE POLICE RESERVE	109335 119312	002419 002418	PORAC DUES PORAC LEGAL DEFENSE Total:	20.00 27.00 47.00

vchlist 01/16/2015	9:53:24AM		Voucher List City of Blythe			Page: 2
Bank code :	union					
Voucher	Date Vendor	or	Invoice	# C	Al	,
61699	1/13/2015 00608	1/13/2015 006095 BROWN, JASON	012515	002425	Description/Account	Amount
9) 	002433	I KAVEL - M&I 1/25-1/30/2015 Total:	245.00 245.00
61/00	1/13/2015 0000!	1/13/2015 000051 C B PLUMBING	38747	002310	REPAIR/MAINTENANCE SUPPLIES Total :	29.12 29.12
61701	1/13/2015 0000	1/13/2015 000070 CHEVRON AND TEXACO	43098656	001750	GASOLINE 11/22-12/21/2014 Total:	132.28 1 32.28
61702	1/13/2015 0008{	1/13/2015 000896 CITY OF BLYTHE	100314 100314		GOVERNMENT RETAINER - SB1473 GOVERNMENT RETAINER - STRON Total :	16.30 21.50 37.80
61703	1/13/2015 0048(1/13/2015 004804 CITY OF BLYTHE	DEC 2014		AMOUNT BILLED TO CUSTOMERS Total:	32,940.00 32,940.00
61704	1/13/2015 00066	1/13/2015 000667 CITY OF BLYTHE:WATER UTILITIES	DEC 2014	001654	WATER/SEWER BILLING - CITY FAC	1,096.03 1,096.03
61705	1/13/2015 003841 CIVIC PLUS	11 CIVIC PLUS	151884	001471	WEBSITE HOSTING & SUPPORT JA Total :	1,425.26 1,425.26
90/16	1/13/2015 001086 COPA INC	36 COPA INC	12/2014 12/2014	001751 001751 001751	CITY VEHICLES - GASOLINE - DEC CITY VEHICLES - GASOLINE - DECI	337.00 463.30
61707	1/13/2015 00022	1/13/2015 000227 COUNTY OF RIVERSIDE	AN0000000394 AN0000000409	001667 001667	Total: SHELTER SERVICES 11/2014 SHELTER SERVICES 12/2014	800,30 4,227,92 4,227,92
61708	1/13/2015 00542	1/13/2015 005421 COUNTY OF RIVERSIDE	PU0000003294	001995	FLEET FUEL CHARGES 10/1-10/31/2 Total:	8,332.60 8,332.60
61709	1/13/2015 00003	1/13/2015 000037 CULLIGAN SOFT WATER SERVICE	0629550 629445,629489	001474 001474	WATER SERVICE/WWTP 1/9-2/6/201 WATER SERVICE/WWTP 12/12/2014 Total :	68.67 68.67 137.34

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe			Page: 3
Bank code:	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61710	1/13/2015 000156 CYLE JOHNSON ELECTRIC INC	51367	002461	CE SER	212.50
61711	1/13/2015 000084 D&LAUTO PARTS INC	8681-98492 8681-98762	002422	PARTS/SUPPLIES	212.50 90.17
		8681-99423	002422	PARTS/SUPPLIES PARTS/SUPPLIES Total:	98.87 6.45 195.49
61/12	1/13/2015 003556 DAVID TAUSSIG & ASSOC., INC.	1411070	002462	PROFESSIONAL SERVICES THROUTED	2,210.70 2,210.70
61713	1/13/2015 003173 DB BACKFLOW, PLUMBING & FIRE	010215A	002464	BACKFLOW TESTING SERVICES	2,500.68
		122314A	002463 002463	BACKFLOW TESTING SERVICES	2,409.47
				Total:	4,910.15
61714	1/13/2015 004857 DESERT FIRE EXTINGUISHER CO	229715	002465 002465	PORTABLE FIRE EXTINGUISHER SI	604.50
				Total:	604.50
61715	1/13/2015 000016 E S BABCOCK & SONS INC	BL40684-0040 BL41134-0040 BL41292-0040	001526 001526	TESTING SERVICES TESTING SERVICES	89.50 60.00
		BL41955-0040	001526	TESTING SERVICES TESTING SERVICES	191.50 89.50
		BL42503-0040	001526	TESTING SERVICES	75.00
		BL42640-0040	001526 001526	TESTING SERVICES TESTING SERVICES	45.00
		BL42956-0040	001526	TESTING SERVICES	45.00
0.00				Total:	787.00
o1/10	1/13/2015 006291 ELSIE MAY DOOLITTLE	869-140-033		LAND APPRAISAL REPORT Total:	500.00
61717	1/13/2015 003378 EMPIRE SOUTHWEST	EMPS3508671 EMWK2274025	002250 002346	PARTS/SUPPLIES REPAIR/MAINTENANCE SERVICES	318.05 987.23
				Total :	1,305.28

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe		Ğ	Page: 4
Bank code:	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61718	1/13/2015 000115 EEDEY				Amount
		2-846-21536	002504	EXPRESS SHIPPING	30.73
		2-853-70885	002504	EXPRESS SHIPPING	24.25
		2-861-14351	002504	EXPRESS SHIPPING	C7:47
		2-867-64562	002504	EXPRESS SHIPPING	40.00
		2-875-03801	002504	EXPRESS SHIPPING	20.130
				Total	162.93
61719	1/13/2015 002791 FISHER WIRELESS SERVICES INC	223198	002466	PARTS/SERVICES	08.37
				Total:	75.60
61720	1/13/2015 005213 FRONTIER	7609223545	001780	COMMUNICATION/ALARM SYSTEM Total:	80,25
61721	1/13/2015 005978 FULTON DISTRIBUTING - SO CAL	339612	002467	JANITORIAL SUPPLIES/ALL DEPTS	378.32
			002407	H-04-1-	6
61722	1/13/0046 000340 OFFINA CONTROL STATE OF THE				5/0.32
77	WASTERN STEIN SOUND COOLING/HEATING	023596	002468	REPAIR/MAINTENANCE SERVICES Total:	206.02
61723	1/13/2015 000129 GRANITE CONSTRUCTION	750661	207		
		1,0000	002469	COLD MIX	4,983.34
		750679	002469	COLD MIX	2,508.84
		- - - - -	002469	COLD MIX	4,957.08
				Total:	12,449.26
61724	1/13/2015 002815 HALBY'S STORE FOR MEN	100807	002315	FLAG FOOTBALL SUPPLIES	81.00
1				Total:	81.00
67/19	1/13/2015 003154 HD SUPPLY WATERWORKS LTD	D365782	002470	PARTS/SUPPLIES	419.82
6				Total ::	419,82
61726	1/13/2015 003767 HI-WAY SAFETY INC	25268	002471	PARTS/SUPPLIES	1,061.52
1				Total	1,061.52
77/19	1/13/2015 003088 HUNTINGTON COURT REPORTERS	26223	002408	TRANSCRIPTION SERVICES 11/1-1	242.44
61728	1/13/2004 - 000450 INI ANIM ANIM CATA IIII	:		Total :	242.44
) - -	TOTAL COLOR INCAND BUILDERS SUPPLY INC	485475	002302	PARTS/SUPPLIES	14.57

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe		۵.	Page;
Bank code :	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61728	1/13/2015 000150 INLAND BUILDERS SUPPLY INC	(Continued)			
		185042	90700		
		485994	002430	PARIO/SUPPLIES - REC CENTER	53.54
		486830	20220	DADTO/OUT LIES	20.00
		488077	002430	DADTO/SUPPLIES - REC CENTER	79.97
		488203	002423	DADTO/SCITTING	30.21
		488242	002427	PARTS/SUPPLIES	01.70
		488773	002423	PARTS/S/IPPLIES	00.03
		488821	002436	PARTS/SUPPLIES - REC CENTER	30.34 10.25
		488864	002438	PARTS/SUPPLIES	37.84
		488975	002423	PARTS/SUPPLIES Total:	24.47 511.39
61729	1/13/2015 000714 JOHNSON REFRIGERATION INC	140910-001	002409	REPAIR SERVICES DO AC	344 70
		140030-008	002440		911.6
		000000000000000000000000000000000000000	002410	REPAIR SERVICES - PD AC Total:	90.00 401.79
61730	1/13/2015 005295 KONICA MINOLTA	9001049837	001760	ACCT 1165535 BIZHUB C554/COPIE	242.53
				. Iolal	66,242
61731	1/13/2015 005415 LARON, INC	0010747PJO	002437	REPAIR/MAINTENANCE SERVICES Total:	1,284.00 1,284.00
61732	1/13/2015 003135 LARRY GREEN FORD INC.	5020888	002434	PARTS/SUPPLIES	727.55
				Total:	727.55
61733	1/13/2015 002150 LAW OFFICES OF JONES & MAYER	70265	002472	CITY ATTORNEY CONTRACT - NOV	6,594.16
		70266,70269 70267	002472 002472	LEGAL SERVICES - NON-RETAINEF LEGAL SERVICES - NON-RETAINEF	1,072.50
				Total:	7,939.66
61734	1/13/2015 000166 LEAGUE OF CALIFORNIA CITIES	147416	002473	ANNUAL MEMBERSHIP - CY 2015 Total :	6,342.00 6,342.00
61735	1/13/2015 005104 MUNICIPAL CODE CORPORATION	00249980	002344	ANNUAL FEE - CODE ON INTERNET	650.00
61736	1/13/2015 002046 MYERS TIRE SLIDDLY	43601703	0000		
		40021120	002340	IIRE PARI S/SUPPLIES	252.91

Page;

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe		۵.	Page: 6
Bank code :	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61736	1/13/2015 002046 002046 MYERS TIRE SUPPLY	(Continued)		Total:	252.91
61737	1/13/2015 002871 NELSON, JON KEVIN	11-2014	002505	INSPECTION SERVICES 11/2014 Total:	2,362.50 2,362.50
61738	1/13/2015 002670 NOLTE ASSOCIATES, INC	14120367		PROFESSIONAL SERVICES 10/1-11 Total:	4,799.27 4,799.27
61739	1/13/2015 003181 NORTHERN SAFETY CO INC	901215487	002333	SAFETY SUPPLIE S Total :	292,08 292.08
61740	1/13/2015 005009 PARKER OIL PRODUCTS, INC	64452 64454	001764 001764	GASOLINE/OIL - EQUIPMENT GASOLINE/OIL - EQUIPMENT Total :	92.71 12.85 105,56
61741	1/13/2015 003150 PITNEY BOWES	8389488-DC14	001644	TERM RENTAL CHARGES/CH 12/30 Total :	1,505.43 1,505.43
61742	1/13/2015 005980 PMC	41787	002327	PROFESSIONAL SERVICES-ZONINATION TOTAL:	800.00 800.00
61743	1/13/2015 000073 PUBLIC ENTITY RISK MGMNT AUTHO	2015/3RD QTR	002401	WORKERS' COMP DEPOSIT PROGI	75,383.50 75,383.50
61744	1/13/2015 000213 QUILL CORPORATION	810081 8279769 8280775 8320403 8332470 8482997 8497814	002309 002412 002411 002413 002414 002303 002303	OFFICE SUPPLIES SAFETY CONTEST SUPPLIES SAFETY CONTEST SUPPLIES OFFICE SUPPLIES SAFETY CONTEST SUPPLIES SAFETY CONTEST SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	-15.54 97.22 5.82 189.75 13.60 186.52 6.79 625.48
		8543128 8549872 8589672 8677033	002303 002303 002309 002309	OFFICE SUPPLIES - TONER OFFICE SUPPLIES OFFICE SUPPLIES	173.98 30.20 102.50 31.09
					Page: 6

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe		e.	Page: 7
Bank code:	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61744	1/13/2015 000213 QUILL CORPORATION	(Continued) 8750837 8764871	002420 002421	SAFETY CONTEST SUPPLIES SAFETY CONTEST SUPPLIES Total:	14.55 41.57 2.037.54
61745	1/13/2015 002723 RIVERSIDE CNTY SHERIFF'S DEPT	SH0000024264	002405	RMS/CLETS BILLING 6/1-6/30/2014 Total:	182.57 182.57
61746	1/13/2015 000224 RIVERSIDE CNTY WASTE MGMNT	201411000385	002474	LANDFILL FEES - NOVEMBER 2014 Total:	1,108.75 1,108.75
61747	1/13/2015 003606 RODRIGUEZ, GUSTAVO	013	002475	RETAINER FEE - DECEMBER 2014 : Total :	1,500.00
61748	1/13/2015 001336 SA-SO	S14-5079	002305	HALT II DOG REPELLENT Total:	46.98 46.98
61749	1/13/2015 000283 SOUTHERN CALIFORNIA EDISON CO	2295418958	001767	ELECTRICITY/HIDDEN BEACHES 17 Total:	133.68 133.68
61750	1/13/2015 006110 SOUTHWEST NETWORKS, INC	14-10538 14-11118 14-12571 14-9532	002477 002476 002477 002477	COMPUTER PARTS//REPAIRS/MAIN GUARDIAN IT - REPAIRS/MAINTEN, COMPUTER PARTS//REPAIRS/MAIN COMPUTER PARTS//REPAIRS/MAIN	279.72 1,306.25 303.51 1,485.00 3,374.48
61751	1/13/2015 003392 SPRINT	248009810-085	001529	CELL PHONE SERVICE 11/15-12/14/	127.41
6 1752	1/13/2015 001136 STANDAGE TIRE & AUTOMOTIVE	152917 153106 153201	001570 001570 001570	TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES	10.24 1,077.45 105.92
61753	1/13/2015 006049 STAYBRIDGE SUITES SAN DIEGO	65396923	002337	LODGING - J WADE 1/26-1/30/2015 Total:	562.80 562.80
61754	1/13/2015 003503 TEREX UTILITIES, INC	90235638	002268	PARTS/SUPPLIES	1,497.94

vchlist 01/16/2015	9:53:24AM	Voucher List City of Blythe		Page:	3e:
Bank code :	union				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
61754	1/13/2015 003503 TEREX UTILITIES, INC	(Continued) 90235641	002268	PARTS/SUPPLIES Total:	320.16 1,818.10
61755	1/13/2015 002783 THATCHER COMPANY OF ARIZONA	737404 737411	001484 001484	CHEMICALS CHEMICALS Total:	3,500.00 5,721.96 9,221.96
61756	1/13/2015 000247 THE GAS COMPANY	06622932165	001772	NATURAL GAS/CITY FACILITIES Total :	461.39 461.39
61757	1/13/2015 000266 UNDERGROUND SERVICE ALERT/SC	1220140061	001774	DIG ALERT TICKETS 12/2014 Total:	52.50 52.50
61758	1/13/2015 004501 US BANK CORP	044555649478	002416 002170 002506	CREDIT CARD CHARGES - DECEMI	4,669.33
				Total :	4,669.33
61759	1/13/2015 005400 VAN IWAARDEN ASSOCIATES	12082014	002478	GASB 45 ACTUARIAL REPORT Total:	5,400.00
61760	1/13/2015 002558 VERIZON SELECT SERVICES INC	05834EM00492	002417	ASSISTED WITH INSTALLATION OF Total :	200.00
61761	1/13/2015 003035 VERIZON WIRELESS	9737175175	001775	WIRELESS SERVICE 11/14-12/13/20 Total:	520.08 520.08
61762	1/13/2015 003186 WADE, JEFF	012615	002338	TRAVEL - M&I Total :	200.00
61763	1/13/2015 000278 WEEKS PRINTING	24346 24391	002402 002479	11X17 WHITE BOND IDEAL STAMP "APPROVED" Total:	15.77 28.03 43.80
1133146880	1/14/2015 000064 EMPLOYMENT DEVELOPMENT DEPT	L0409514176		EMPLOYMENT TAX FEES PERIOD { Total :	295.15 295.15

vchlist

PAYROLL LISTING

Pay period 12/05/14 to 12/19/14 Payday 12/26/2014

46928 to 46955 and Direct Deposits numbered 33050 to 33051 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$257,750.89 this 27th day of January 2015.

1		Councilman Gavan	Councilman Cusick
CITY MANAGER	Mayor Evans		
		Vice Mayor Wade	Councilman De Coninck

PAYROLL LISTING

Pay period 12/01/14 to 12/31/14 Payday 01/05/15

46956 to 46964 and Direct Deposits numbered 33106 to 33165 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$67,590.42 this 27th day of January 2015.

		Councilman Gavan	Councilman Cusick
CITY MANAGER	Mayor Evans	ı	ľ
		Vice Mayor Wade	Councilman De Coninck

PAYROLL LISTING

Pay period 12/19/14 to 01/01/15 Payday 01/05/15 We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 46965 to 46967 are hereby approved in the amount of \$276.44 this 27th day of January 2015.

		Councilman Gavan	Councilman Cusick
CITY MANAGER	Mayor Evans		1
		Vice Mayor Wade	Councilman De Coninck

PAYROLL LISTING

Pay period 12/19/14 to 01/01/15 Payday 01/09/15

46968 to 46995 and Direct Deposits numbered 33201 to 33255 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$259,003.34 this 27th day of January 2015.

	Councilman Gavan	Councilman Cusick
Mayor Evans	Vice Mayor Wade	Councilman De Coninck
	Mayor Evans	Mayor Evans

Minutes of the Blythe City Council December 9, 2014

The December 9, 2014 regular meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor Evans. Also in attendance were Vice Mayor Wade and Council Members DeConinck, Galvan and Cusick. Staff in attendance included: City Manager Luckino, City Clerk Sutterfield, City Treasurer Elms, Interim Police Chief Mathews, City Attorney Bettenhausen, Public Works Director Baldizzone and Chief Building Official Garnica.

The Pledge of Allegiance and invocation were led by Mayor Evans.

REPORT OUT FROM CLOSED SESSION:

City Attorney Bettenhausen stated there was nothing to report.

PRESENTATION:

City Employees. Deputy Finance Director Christa Elms introduced Mandy Barcenas, Accounts Payable and Jennifer Wiita and Cynthia Butler, Utility Billing. Interim Police Chief Mathews introduced new Police Officer Alejandro Ruvalcaba.

CONSENT CALENDAR:

Items on the Consent Calendar are considered routine and will be enacted with one motion of the Council. If any item requires individual consideration, it will be removed from the consent calendar and acted upon separately.

separate action.

2. Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, December 9, 2014.

3. Approval of the Warrant Register.

Recommendation: Approve 12/9/14, warrants numbered 61482 through 61540 in the amount of \$630,320.07; 12/9/14, warrants numbered 61541 through 61551 in the amount of \$686.85 and 12/9/14, warrants numbered 61554 through 61609 in the amount of \$218,999.78.

4. Approval of the Payroll Register.

Recommendation: Approve 12/9/14, warrants numbered 46741 through 46763 and Direct Deposits numbered 32637 through 32691 in the amount of \$228,784.22; 12/9/14, warrants numbered 46764 through 46772 and Direct Deposits numbered 32692 through 32786 in the amount of \$55,973.82; 12/9/14, warrants numbered 46773 through 46776 in the amount of \$15,670.62; 12/9/14, warrants numbered 46777 through 46781 in the amount of \$22,012.66; 12/9/14, warrants numbered 46782 through 46808 and Direct Deposits numbered 32787 through 32843 in the amount of \$259,297.80; 12/9/14, warrants numbered 46816 through 46831 in the amount of \$2,325.60; 12/9/14, warrants numbered 46836 through 46861 and Direct Deposits numbered 32844 through 32899 in the amount of \$266,035.88 and 12/9/14, warrants numbered 46862 through 46870 and Direct Deposits numbered 32900 through 32994 in the amount of \$59,425.82.

5. Minutes of the November 6, 2014 Special City Council Meeting.

Recommendation: Approve the Minutes of the November 6, 2014 Special Meeting.

6. City of Blythe Permits Issued for November 2014.

Recommendation: Receive and file this monthly report.

- 7. <u>City of Blythe Police Department Monthly Activity Report for November 2014.</u>
 Recommendation: Receive and file this monthly report.
- 8. <u>City of Blythe Fire Department Monthly Activity Report for November 2014.</u>
 Recommendation: Receive and file this monthly report.
- 9. <u>Supplemental Law Enforcement Services Fund (SLESF).</u>

 Recommendation: Accept and expend \$100,000 in SLESF funding for the salary and benefits of police officer positions as approved in the current year's budget.
- 10. <u>Investment Report for First Quarter of FY 2014/15.</u> Recommendation: Accept and file this quarterly report.

No public comment. Councilman DeConinck moved approval of the Consent Calendar. The motion was seconded by Vice Mayor Wade with a unanimous aye vote.

ORDINANCE:

Sex Offender Ordinance. City Attorney Bettenhausen reported Council gave direction to modify the Ordinance to make sure it was as strong as we could make it under California law and to bring it into enforceability. There were some issues with the existing Ordinance that were unenforceable so this is going to make it as strong as we can. There are two changes to the draft Ordinance in your packet. The first is under Section 9.32.030B, instead of 500 ft it should be 300 feet. Second, the definition of Sex Offender should say those who have committed a registerable offense against a child. It is recommended Council conduct the first reading of this Ordinance.

No public comment. Councilman DeConinck moved approval of staff's recommendation. The motion was seconded by Councilman Cusick with a unanimous aye vote. City Clerk Sutterfield read the title of the Ordinance into the record.

ORDINANCE NO. 865-14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 9.32 (SEX OFFENDERS) OF SECTION III (OFFENSES AGAINST PUBLIC DECENCY) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE BLYTHE MUNICIPAL CODE RELATING TO SEX OFFENDERS.

NEW BUSINESS:

Certification of Election. City Clerk Sutterfield reported the City's General Election held on November 4, 2014 has been certified by the County Registrar of Voters. The Riverside County Statement of Vote reflects a total of 1,933 ballots cast in the City. The Ballot Measures voted for were Measure W, Sales Tax, Measure X, Transient Occupancy Tax, Measure Y, an Advisory Measure and Measure Z, Medical Marijuana, and the number of votes given to each Measure. The yes votes received on Measures W, X and Z did not meet the majority vote required. The results of said election have been reviewed by the City Clerk and she has determined that the election was held according to law and that the results are true and correct. Therefore, it is recommended Council adopt Resolution No. 2014-041 reciting the fact of the General Election held on November 4, 2014 declaring the results and such other matters pursuant to E.C. 10262.

No public comment. Councilman Galvan moved approval of staff's recommendation. The motion was seconded by Vice Mayor Wade with a unanimous aye vote.

RESOLUTION NO. 2014-041. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA RECITING THE FACT OF THE CONSOLIDATED GENERAL ELECTION HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

Conflict of Interest Code. City Clerk Sutterfield reported the conflict of interest code establishes which employees of the City shall file annual statements of economic interest; know as 700 forms with the City Clerk. The City's current Conflict of Interest Code is housed in Chapter 2.24 of the Blythe Municipal Code and has not been updated in quite some time. As Government Code regulations require a review of the code every even numbered year The City Attorney's office has recommended adoption of the Conflict of Interest Code by Resolution. Therefore it is recommend Council adopt resolution No. 2014-042, Conflict of Interest Code and conduct the first reading of Ordinance No. 867-14, repealing Chapter 2.24 of the Blythe Municipal Code by separate motion. That concludes my report, I would be happy to answer any questions you may have.

No public comment. Councilman DeConinck moved approval of Resolution No. 2014-042. The motion was seconded by Vice Mayor Wade with a unanimous aye vote.

RESOLUTION NO. 2014-042. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, ADOPTING A CONFLICT-OF-INTEREST CODE APPLICABLE TO DESIGNATED POSITIONS BY INCORPORATING REGULATION 2, CALIFORNIA CODE OF REGULATIONS, SECTION 18730-THE STANDARDIZED CONFLICT OF INTEREST CODE.

Councilman DeConinck moved approval of the First Reading of Ordinance No. 867-14. The motion was seconded by Vice Mayor Wade with a unanimous aye vote. City Clerk Sutterfield read the title of the Ordinance into the record.

ORDINANCE NO. 867-14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO REPEAL CHAPTER 2,24 (CONFLICT OF INTEREST CODE) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BLYTHE MUNICIPAL CODE.

Sale of City Owned Property. City Manager Luckino reported staff is recommending Council authorize the sell of City owned property with Assessor parcel Number 842-070-024 and authorize the City Manager to execute any and all documents associated with the sale. Blythe Nursing Care Center approached the City about a piece of City owned property contiguous with their property that did not have any use to the City. Staff had the property appraised. This property does not have access to the street nor much value. The property was valued at \$970. Funds from this sale would be put into a dedicated fund for future land purchases.

No public comment. Vice Mayor Wade moved approval of staff's recommendation. The motion was seconded by Councilman DeConinck with a unanimous aye vote.

Alarm Violations. Interim Police Chief Mathews reported in September Council asked about a large number of false alarm calls in the monthly Incident and Activity Report. Staff did some research and that number is high. It's roughly 9 minutes and 30 seconds for each false alarm call. Factoring in personnel costs it was \$800 in manpower for that month from false alarm calls. The cost is over \$1,600 for the first quarter of this year. The enforcement is covered by Chapter 5.77 of the Blythe Municipal code and allows for administrative citations for false alarms and false panic alarms. The number of false alarm calls is taxing our manpower. The citations could be a valuable tool, but at some time that was stopped by prior administration. It is in the Code and there is no reason we cannot proceed with the citations, and could be a useful tool to bring these numbers down. As citations haven't been given for some time I would ask for 30 days to notify the public of the reactivation of this existing code.

Councilman Cusick stated when you have a response past the first response, the residents will possibly get a \$100 citation, but a business has to pay \$200. Chief Mathews stated the \$200 only applies to panic alarms. Anyone would pay \$100 for a burglary alarm. False panic alarms are

more in the commercial setting. Vice Mayor Wade stated that a panic alarm could be more urgent. Councilman Cusick thinks \$100 for commercial would be ok. City Manager Luckino stated staff could reevaluate the fees to see what's appropriate. Councilman Cusick thinks if it's the same amount of response time, the fee should be the same. City Attorney Bettenhausen stated it's a penalty, not so much a cost recovery fee.

Councilman Galvan stated if you have 401 false alarms and charge \$100 you aren't going to recoup expenses. City Manager Luckino stated this is a deterrent so the number of false alarm calls go down. It's not cost recovery, but something punitive enough so people don't have false alarms. Councilman Galvan asked who's responsibility it was to get the permit. It was reported the alarm owner, but there is no penalty for not having an alarm permit. Councilman Cusick asked if that was something that should be addressed. There were 16 out of 22 users who blew us off, we need to take steps to have them permitted. Councilman Galvan would like a fine for alarm users without permits.

Mayor Evans asked why Councilman Cusick wanted to lower the fine for business owners. Councilman Cusick stated the response takes the same amount of time so the fee should be the same. A business should not be penalized more than a residence.

City Manager Luckino stated this is policy direction, and changes to the Ordinance will be brought back at a later date.

Public Comment. Randy Gregory of 491 Tesoro Ln. asked if you're going to start charging people and reduce alarm calls, will law enforcement be reduced, because we won't need a lot of them. It was reported law enforcement would not be reduced. Mr. Gregory asked what they would do if they didn't have false alarm calls to respond to. It was reported this would free them up to do other duties. Mr. Gregory said its sad people are going to turn their alarms off if they have a lot of false alarms.

Creation of Personnel Position. This item was pulled from the Agenda. There was no public comment on this item.

North Solano Avenue Street Improvement Project. Public Works Director Baldizzone reported the North Solano Project was approved by Council in November 2013. The project consists of a grind and overlay on Solano from Chanslorway to Hobsonway. The alternative would be adding curb, gutter, ADA ramps and sidewalks to the project. The cost of construction for the Grind and overlay is \$335,000 and \$551,000 for the full improvements. Now that the City has NV5 for engineering services staff asked for an estimated cost of design. It is recommended council authorize NV5 to design the North Solano Avenue Street Improvement Project at a cost not to exceed \$56,200.

No public comment.

Councilman Galvan asked if this cost included curb and gutters. Public Works Director Baldizzone reported the design will depend on the environmental study. We don't have flood information so the drainage study will determine if adding curb and gutters will cause flood problems on Hobsonway.

Councilman Cusick asked if we should spend \$35,000 or spend an additional \$15,000 and do it right. Public Works Director Baldizzone stated that is for the design of the project. What we build depends on whether or not adding curb and gutters on Solano creates a drainage issue on

Hobsonway. The drainage study is the factor which will determine the addition of curb and gutter or a grind and overlay only.

No public comment. Mayor Evans moved approval of staff's recommendation. The motion was seconded by Councilman Galvan with a unanimous aye vote.

Prioritization of Blighted Structures. Chief Building Official Garnica reported staff has prepared a list of Code Enforcement's five most blighted properties. Code Enforcement is complaint driven but we believe these properties deserve a higher level of enforcement due to derelict, deceased or non responsive property owners. With enforcement comes the legal cost of abatement.

No public comment.

Mayor Evans asked if we were in contact with these property owners. Chief Building Official Garnica stated with all of these cases we have done our due diligence and they are deceased or non responsive and the citation process did not work. It's expensive for us to issue citations when they don't respond. Mayor Evans asked if they would respond if the costs were more severe. City Manager Luckino stated the first part of the process is citations. The second step is to get an abatement warrant which would allow us to correct any issues. That has a cost and that may get the property owner to engage at that time. We aren't sure if we can recover that cost from the property owner. Does Council want to allocate funds for this? Mayor Evans asked if we could lien the property to recover costs. City Attorney Bettenhausen stated you can lien it after you abate. There are three or four options. The first is civil fining. It's the easiest way and often the first thing to do. If nobody is claiming ownership you can file a criminal action to see if there is someone who would take it as a serious threat. Option three would be the City doing the work themselves. We go to the court and ask them to issue a warrant; we go on the property and make the repairs or clear the site. The fourth option would be a receivership but that only works if the property has some value. Mayor Evans asked about a property on Main Street. It was reported the property owner was being cited and could eventually lead to a criminal action. City Manager Luckino stated we need the legal side of it to get the property owners attention.

The item was received and filed.

FY 2014/15 First Quarter Budget Review. City Manager Luckino presented the first quarter review. We have a going concern audit opinion due to our budget deficit. We remain fiscally conservative projecting revenues and expenditures. We are projecting to have a budget surplus of \$350,000 at year end. Sales tax is improving but we are still 10% below what we received at the high in 2008. Our water revenues are not being realized. We have seen a decline in water revenue since 2008. Our fixed charges remain the same and we have the same amount of customers. We will be looking into the factors contributing to this decline. Overall the City's spending is ahead of schedule and we are on track with revenue in most cases. The City is surviving and we are paying down our debt.

Mayor Evans stated the Police Department is about 50% of our budget.

Councilman Cusick wanted to remind everyone we need to remain fiscally conservative as we continue to work through the deficit.

No Public Comment.

The item was received and filed.

ORAL REPORTS:

Vice Mayor Wade asked about the street light on Lovekin and what can be done to fix it.

City Clerk Sutterfield asked if January 12th was a good date for the Community Center Ribbon Cutting.

Mayor Evans reported on the Smart and Final Grand Opening and asked for an update on the Splash Pad. I request to have on a future agenda numbers for contracting services.

PUBLIC COMMENT:

Quenton Hanson of 830 Oleander Ln. thinks there should be excitement from the leadership for what is happening. Council should be encouraging the private sector to build to stimulate the economy. The tax payers are squeezed tight.

ADJOURN:

The City Council meeting was adjourned at 7:33pm.

	Mike Evans, Mayor	
ATTEST:		

BLYTHE CITY COUNCIL SPECIAL MEETING MINUTES December 17, 2014

The December 17, 2014 Special Meeting of the Blythe City Council was called to order by Mayor Evans at 4:00pm in the Council Chambers. Also in attendance: Vice Mayor Wade and Council Members DeConinck and Cusick. Councilman Galvan was excused from the meeting. Staff in attendance included City Manager Luckino, City Clerk Sutterfield, City Treasurer Elms, and Interim Police Chief Mathews and Public Works Director Baldizzone.

The Pledge of Allegiance was led by Mayor Evans.

CONSENT CALENDAR: (Item 1) All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

1. Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Tuesday, December 16, 2014.

2. Approval of the Payroll Register.

Recommendation: Approve 12/17/14, warrants numbered 46871 through 46898 in the amount of \$126,155.25 and 12/17/14, warrants numbered 46899 through 46925 and Direct Deposits numbered 32995 through 33050 in the amount of \$260,466.30.

No public comment. Councilman Deconinck moved approval of the Consent Calendar. The motion was seconded by Vice Mayor Wade with a unanimous aye vote.

NEW BUSINESS:

Presentation of the City of Blythe FY 2013-14 Audited Financials. City Treasurer Elms reported the purpose of today's meeting is to present the audited financial statements for FY 2013/14. The City's auditing firm, Teaman, Ramirez and Smith met with the Finance Committee last week to go over the statements in detail. They are here today to give the full council a brief overview and answer any questions you may have. The City has received an unqualified opinion which is the highest opinion you can receive. This opinion means the statements are accurately presented. The City will however continue to operate with a going concern due to negative fund balances in several funds. There were a few extraordinary items that affected the General Fund's deficit this year. There was a slight increase due to an internal transfer from the Local Transportation Fund recommended by RCTC. The Quechan Park Project was grant funded. The expenditures took place in May, but the City was not reimbursed in time and will be recorded this fiscal year. The increase is not due to deficit spending and if you take these two items into consideration we were on target with the mid year review last year.

Rich Teaman with Teaman, Ramirez and Smith presented the audit report. The audit went very well this year, staff was very organized and responsive which helped the process. In addition to the City's audit you had a single audit due to Federal funds received and spent in the 2013/14 fiscal year. There was one issue which had to do with the County of Riverside administering your funds which you had not reported on your books. It was recorded on your books and was a one time finding; we don't anticipate it as an ongoing issue.

Councilman DeConinck questioned a receivable from the Rail Roagreement to determine if it was a grant or money owed the City.	oad Committee. Staff will review the
Council thanked Finance Staff for their hard work on the audit.	
No public comment. The item was received and filed.	
REPORTS: None	
PUBLIC COMMENT: None	
EXECUTIVE SESSION: Labor Negotiations, Pursuant to Government Code Section 54957.	6, unrepresented employee.
ADJOURN: The City Council meeting was adjourned.	
ATTEST:	ike Evans, Mayor
Mallory Sutterfield, City Clerk	

1

_Applied/App	roved Type/Sub-Type/Statu	s Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paie
B1411-026	COM-ADD	1847 EAST HOBSONWAY	AMRUTBHAI & TARUNA BHAK	1,353.60	216.40	0.00
12/12/2014 11/20/2014	ISSUED	851130029	OWNER			5121
11/20/2014 12/3/2014		Permit Name:				
Tot	tal for: COM-ADD			1,353.60	216.40	0.00
Permit No/Iss	hans					
	oved Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	T	****
B1408-024	DEVEL	891 SOUTH INTAKE BOULEVA		10,629.90	Fees 261.00	Paid
12/17/2014		869190006	SWINERTON BUILDERS	10,029.90	201.00	261.00
8/21/2014 12/17/2014	ISSUED	Permit Name: Grading/Drainage	& Civils			
Tota	al for: DEVEL			10,629.90	261.00	261.00
Permit No./Iss						
Applied/Appre		Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1412-004 12/10/2014	ELEC SOLAR	390 SOUTH THIRD STREET	ISMAEL & DAISEY GOMEZ	31,000.00	133.20	133.20
12/2/2014 12/8/2014	ISSUED	848163030 Permit Name: ROOF SOLAR & 1	VERENGO INC PANEL UPGRADE			
_				_		
B1412-023 12/10/2014	ELEC	3504 WEST HOBSONWAY	COVINGTON & PASSMORE ET	1,500.00	55.00	55.00
12/5/2014 12/8/2014	ISSUED	824142024 Permit Name: 200 amp for Cell S.	S R BRAY LLC			
		T while Name. 200 amp for Cen S.				
B1412-003 12/10/2014	ELEC	611 NORTH NINTHSTREET	JOHN L & BETHEL GRIMES	46,000.00	134.70	134.70
	SOLAR ISSUED		VERENGO INC			
12/1/2014 12/8/2014		Permit Name: ROOF SOLAR & P	'ANEL UPGRADE			
B1412-002	ELEC		SERGIO & SANDRA DURAN	20,000.00	100.60	100.60
12/10/2014 12/1/2014	SOLAR ISSUED		VERENGO INC			100.00
12/8/2014		Permit Name: ROOF MOUNT SO)LAR			
B1411-031	ELEC		RANDY & KATHLEEN VANFLE	_ 34,000.00	103.00	103,00
12/10/2014 11/25/2014	SOLAR		VERENGO INC	•		103.00
12/8/2014	ISSUED	Permit Name: ROOF MOUNT SO	LAR			
B1411-030	ELEC	352 SHANNON STREET	JOEL & CHRISTINE LOPEZ	- 28,000.00	102.40	102.40
12/10/2014	SOLAR	842172007	VERENGO INC	20,000.00	102.40	102.40
11/25/2014 12/8/2014	ISSUED	Permit Name: ROOF MOUNT SO	LAR			
B1411-027	ELEC	343 NORTH LOVEKIN BOULEV I	RAMIRO & LOURDES AGUAYC	- 26,000.00	132.70	132.70
2/10/2014	SOLAR	0.0.000.000.000	VERENGO INC	20,000.00	132.70	132.70
1/21/2014 2/3/2014	ISSUED	Permit Name: ROOF SOLAR & PA	ANEL UPGRADE			
31412-008	ELEC	760 OLEANDER LANE	ROGER & ALMA SLATER	- 24,000.00	101.00	[01.00
2/10/2014	SOLAR		VERENGO INC	- 1,000,00	101.00	101.00
2/3/2014 2/8/2014	ISSUED	Permit Name: ROOF MOUNT SOI	LAR			
31412-027	ELEC	1541 MESQUITE ROAD J	ULIETTE L VIDAURRI	27,000.00	102 20	100 00
2/17/2014 2/8/2014 2/10/2014	SOLAR	851163001 V	ERENGO INC	41,000.00	102.30	102.30
	ISSUED	Permit Name: ROOF MOUNT SOI				



2

B1412-010	ELEC	1945 RIVIER	A DRIVE	STEVEN & KELLY STRIPLIN	1,900.00	55.00	55.00
12/18/2014		869390002		HORIZON SOLAR POWER INC	•	22.00	00.00
12/3/2014 12/16/2014	ISSUED	Permit Name:	PANEL UPGRA	DE			
B1412-029	ELEC	432 EARLE S	TREET	LINDA J PARKER	38,620.00	153.31	153.31
12/18/2014	SOLAR	851143012		HORIZON SOLAR POWER INC	Ĺ		
12/11/2014 12/16/2014	ISSUED	Permit Name:	ROOF SOLAR &	& PANEL UPGRADE			
B1411-022	ELEC	1001 EAST B	ARNARD STREET	C ERNEST & BETTY MILLER	25,000.00	101.10	101.10
12/10/2014	SOLAR	851032036		VERENGO INC			
11/17/2014 11/26/2014	ISSUED	Permit Name:	ROOF MOUNT	SOLAR			
B1412-040	ELEC	201 SHADED	PALM	MICHAEL & RACHEL CHAVE	37,281.00	165.48	165.48
12/30/2014	SOLAR	824221001		HORIZON SOLAR POWER INC			
12/18/2014 12/23/2014	ISSUED	Permit Name:	ROOF SOLAR &	PANEL UPGRADE			
B1412-039	ELEC	641 PARKER	PLACE	KENNY & DIANA GEORGE	25,000.00	131.60	131.60
12/30/2014	SOLAR	842025019		VERENGO INC			
12/17/2014 12/2 2/20 14	ISSUED	Permit Name:	ROOF SOLAR &	PANEL UPGRADE			
B1411-029	ELEC	1914 RIVIERA	DRIVE	SANDRA L NEILSEN	27,846.00	90.08	90.08
12/5/2014	SOLAR	869390020		HORIZON SOLAR POWER INC			
11/25/2014 12/4/2014	ISSUED	Permit Name:	ROOF MOUNT S	SOLAR			
B1412-028	ELEC	1081 EAST CO	URT STREET	JEFFREY & DEBORAH BOLIN	36,000.00	133.70	133.70
12/17/2014	SOLAR	857064012		VERENGO INC			
12/8/2014 12/10/2014	ISSUED	Permit Name:	ROOF SOLAR &	PANEL UPGRADE			
B1412-009	ELEC	650 NORTH SO	OLA AVENUE	FRANK & LORRAINE THOMAS	30,750.00	90.38	90.38
12/5/2014	SOLAR	857062004		HORIZON SOLAR POWER INC			
12/3/2014 12/4/2014	ISSUED	Permit Name:	ROOF MOUNT S	SOLAR			
B1408-023	ELEC	891 SOUTH IN	TAKE BOULEVA	PATTI J VENABLE	7,200,000.00	4,244.58	4,244.58
12/17/2014		869190006		SWINERTON BUILDERS			
8/21/2014 12/10/2014	ISSUED	Permit Name:	3MW Ground Mo	unt PV Solar-17 acres			
Total fo	r: ELEC			7	7,659,897.00	6,130.13	6,130.13
Permit No./Issued	- 40 1 - 40 1			_			
	Type/Sub-Type/Status		and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1411-013 12/15/2014	ENCROACHMENT	400 BLK W HO	BSONWAY - IN .	CITY RIGHT OF WAY INNOVATIVE ENVIRONMENTA	5,400.00	234.00	234.00
11/7/2014 12/8/2014	ISSUED	Permit Name:	CP #4-Destroy 3 G				
B1411-010	ENCROACHMENT	100 BLK WEST	HORSONWAY.	CITY RIGHT OF WAY	20,475.00	234.00	224.00
12/15/2014		TOO BEAR WEST	IIODBOITWAT -	INNOVATIVE ENVIRONMENTA	20,473.00	234.00	234.00
11/7/2014 12/8/2014	ISSUED	Permit Name:	CP #5-Destroy 9 G				
B1411-012	ENCROACHMENT	200-300 BLK W	HOBSONWAY	CITY RIGHT OF WAY	36,400.00	234.00	234.00
12/15/2014				INNOVATIVE ENVIRONMENTA	,		25 1.00
11/7/2014 12/8/2014	ISSUED	Permit Name:	CP #5-Destroy 16	GWM wells			
B1412-021	ENCROACHMENT	HOBSONWAY	& LOVEKIN BO	CITY RIGHT OF WAY	11,500.00	60.00	60.00
12/8/2014				GEO ENVIRO SERVICES	•	- 3122	
12/4/2014 12/5/2014	ISSUED	Permit Name:	WELL ABANDON	MENTS			
B1412-022	ENCROACHMENT	SOUTH WILLO	W & ALLEYWA'	CITY RIGHT OF WAY	 7,500.00	60.00	60.00
12/8/2014	-447			GEO ENVIRO SERVICES	-	•	
12/4/2014 12/5/2014	ISSUED	Permit Name:	WELL ABANDON	MENTS			

PERM133

B1411-011 12/15/2014 11/7/2014 12/8/2014	ENCROACHMENT	400 BLK WEST HOBSONWAY Permit Name: CP #4-Destroy 1	INNOVATIVE ENVIRONMENT	19,800.00	234.00	234.00
Total	for: ENCROACHME	NT		101,075.00	1,056.00	1,056.00
Permit No/Issu						
Applied/Approv	ved Type/Sub-Type/Statu	s Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1411-033	FENCE	2731 COLORADO RIVER ROA		1,500.00	108.60	108.60
12/4/2014 11/26/2014	BLOCK ISSUED	833360047 Permit Name: BLOCK	OWNER			
12/3/2014 Total	for: FENCE			4 500 00	400.00	400.00
10121	IOI. FENCE			1,500.00	108.60	108.60
Permit No./Issue	ed					
Applied/Approv	ed Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1412-015	FIRE	2620 COLORADO RIVER ROAL	ROBERT & ANDREA LOFTON	5,608.05	176.48	176.48
12/10/2014	SPRINKLER	833370049	K & M BUILDERS INC	-		
12/2/2014 12/4/2014	ISSUED	Permit Name: FIRE SPRINKLE	ZR.			
B1412-013	FIRE	2604 COLORADO RIVER ROAI	K/M BUILDERS INC	5,608.05	176.48	176.48
12/10/2014	SPRINKLER	833370046	K & M BUILDERS INC	2,000.00	170.70	170.46
12/2/2014 12/4/2014	ISSUED	Permit Name: FIRE SPRINKLE	R			
B1412-016	FIRE	2624 COLORADO RIVER ROAL	ROBERT & ANDREA LOFTON	 5,608,05	172 40	177. 40
12/10/2014	SPRINKLER	833370050	K & M BUILDERS INC	2,000,02	176.48	176.48
12/2/2014 12/4/2014	ISSUED	Permit Name: FIRE SPRINKLE				
Total i	for: FIRE			16,824.15	529,44	700 //
						574 44
				10,027.13	323.44	529.44
Permit No./Issue	d			10,024, 13	323.44	529.44
	d d Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	529.44 Paid
Applied/Approve	d Type/Sub-Type/Status GARAGE	2157 FOOTHILL TRAIL	Owner and Contractor JOHN E & SANDRA ROBERTS	·	_	
Applied/Approve B1411-025 12/4/2014	d Type/Sub-Type/Status GARAGE CARPORT	2157 FOOTHILL TRAIL 821180020		Valuation	Fees	Paid
Applied/Approve	d Type/Sub-Type/Status GARAGE	2157 FOOTHILL TRAIL	JOHN E & SANDRA ROBERTS	Valuation	Fees	Paid
Applied/Approve B1411-025 12/4/2014 11/20/2014	d Type/Sub-Type/Status GARAGE CARPORT	2157 FOOTHILL TRAIL 821180020	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF	Valuation	Fees	Paid
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014	GARAGE CARPORT FINALED GARAGE	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAL 833360047	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF	Valuation 5,720.00	Fees 226.23	Paid 226.23
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001	GARAGE CARPORT FINALED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAL	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF	Valuation 5,720.00	Fees 226.23	Paid 226.23
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014	GARAGE CARPORT FINALED GARAGE	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAL 833360047 Permit Name:	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER	Valuation 5,720.00 16,931.25	Fees 226.23 481.96	Paid 226.23 481.96
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAL 833360047	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER	Valuation 5,720.00	Fees 226.23	Paid 226.23
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021	GARAGE CARPORT FINALED GARAGE ISSUED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAL 833360047 Permit Name: 2630 COLORADO RIVER ROAL	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORE J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION	Valuation 5,720.00 16,931.25	Fees 226.23 481.96	Paid 226.23 481.96
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/25/2014	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORE J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION	Valuation 5,720.00 16,931.25 4,721.40	Fees 226.23 481.96 265.05	Paid 226.23 481.96 265.05
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORE J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION	Valuation 5,720.00 16,931.25	Fees 226.23 481.96	Paid 226.23 481.96
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/125/2014 Total fo	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORE J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION	Valuation 5,720.00 16,931.25 4,721.40	Fees 226.23 481.96 265.05	Paid 226.23 481.96 265.05
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/125/2014 Total for	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION	Valuation 5,720.00 16,931.25 4,721.40	Fees 226.23 481.96 265.05	Paid 226.23 481.96 265.05
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/125/2014 Total for	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED TYPE/Sub-Type/Status	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW MCANDREW CONSTRUCTION ION Owner and Contractor	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation	Fees 226.23 481.96 265.05 973.24 Fees	Paid 226.23 481.96 265.05 973.24
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 Total for Permit No./Issued Applied/Approve B1412-017	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW MCANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP!	Valuation 5,720.00 16,931.25 4,721.40	Fees 226.23 481.96 265.05	Paid 226.23 481.96 265.05
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 Total for Permit No./Issued Applied/Approve B1412-017 12/8/2014	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED TYPE/Sub-Type/Status	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP) GEO ENVIRO SERVICES	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation	Fees 226.23 481.96 265.05 973.24 Fees	Paid 226.23 481.96 265.05 973.24
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 Total for Permit No./Issued Applied/Approve B1412-017 12/8/2014 12/4/2014 12/4/2014 12/5/2014	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED Type/Sub-Type/Status HYDRO FINALED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT Site Address and Parcel No. 801 WEST HOBSONWAY 836090044 Permit Name: WELL ABANDON	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP) GEO ENVIRO SERVICES	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation	Fees 226.23 481.96 265.05 973.24 Fees	Paid 226.23 481.96 265.05 973.24
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/25/2014 Total for Permit No./Issued Applied/Approve B1412-017 12/8/2014 12/4/2014 12/5/2014 B1412-018	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED Type/Sub-Type/Status HYDRO	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT Site Address and Parcel No. 801 WEST HOBSONWAY 836090044 Permit Name: WELL ABANDON 825 WEST HOBSONWAY	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP) GEO ENVIRO SERVICES IMENTS DILIP & ANJANA PATEL	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation	Fees 226.23 481.96 265.05 973.24 Fees	Paid 226.23 481.96 265.05 973.24
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 Total for Permit No./Issued Applied/Approve B1412-017 12/8/2014 12/4/2014 12/5/2014 B1412-018 B1412-018 B1412-018	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED Type/Sub-Type/Status HYDRO FINALED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT Site Address and Parcel No. 801 WEST HOBSONWAY 836090044 Permit Name: WELL ABANDON 825 WEST HOBSONWAY 836090043	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP GEO ENVIRO SERVICES IMENTS DILIP & ANJANA PATEL GEO ENVIRO SERVICES	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation 7,500.00	Fees 226.23 481.96 265.05 973.24 Fees 47.00	Paid 226.23 481.96 265.05 973.24 Paid 47.00
Applied/Approve B1411-025 12/4/2014 11/20/2014 12/4/2014 B1412-001 12/4/2014 12/1/2014 12/3/2014 B1411-021 12/3/2014 11/14/2014 11/25/2014 Total fo Permit No./Issued Applied/Approve B1412-017 12/8/2014 12/4/2014 12/5/2014 B1412-018	GARAGE CARPORT FINALED GARAGE ISSUED GARAGE ISSUED GARAGE ISSUED Type/Sub-Type/Status HYDRO FINALED	2157 FOOTHILL TRAIL 821180020 Permit Name: CARPORT 2731 COLORADO RIVER ROAE 833360047 Permit Name: 2630 COLORADO RIVER ROAE 833370051 Permit Name: GARAGE ADDIT Site Address and Parcel No. 801 WEST HOBSONWAY 836090044 Permit Name: WELL ABANDON 825 WEST HOBSONWAY	JOHN E & SANDRA ROBERTS INTERSTATE CARPORTS CORF J C & MARGIE CURRIER OWNER MICHAEL T Mc ANDREW McANDREW CONSTRUCTION ION Owner and Contractor CITY OF BLYTHE REDEVELOP GEO ENVIRO SERVICES IMENTS DILIP & ANJANA PATEL GEO ENVIRO SERVICES	Valuation 5,720.00 16,931.25 4,721.40 27,372.65 Valuation 7,500.00	Fees 226.23 481.96 265.05 973.24 Fees 47.00	Paid 226.23 481.96 265.05 973.24 Paid 47.00

PERM133

City of Blythe PERMITS ISSUED

For the Period 12/1/2014 thru 12/31/2014

B1412-019	HYDRO	745 WEST HOBSONWAY	DP4 HOBSON	3,200.00	47.00	47.00
12/8/2014	FINALED	845100022	GEO ENVIRO SERVICES			
12/4/2014 12/5/2014	FINALED	Permit Name: WELL ABAND	UNMENIS			
B1412-020	HYDRO	738 WEST HOBSONWAY	TOM DO & THE THI NGUYEN	6,500.00	47.00	47.00
12/8/2014 12/4/2014	FINALED	848021068 Permit Name: WELL ABAND	GEO ENVIRO SERVICES ONMENTS			
12/4/2014 12/5/2014		Tumit Name. WILLS FIDEND	——————————————————————————————————————			
Total	for: HYDRO			18,300.00	188.00	188.00
Permit No./Issue						
	zed Type/Sub-Type/Statu	s Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1412-036 12/18/2014	OTHER	1030 EAST NEVADA AVENUE 857083004	E TAMARA R HEATH ANDREW LEWIS CONSTRUCTI	3,900.00	98.76	98.76
12/18/2014 12/18/2014 12/18/2014	FINALED	Permit Name: Reroof, Painting				
	OWNER	1000 5 1000 5000 5000 5000 5000 5000 50				
B1412-037 12/18/2014	OTHER	1060 EAST NEVADA AVENUE 857083003	EDWARD & VIRGINIA BARBER ANDREW LEWIS CONSTRUCTI	3,500.00	98.75	98.75
12/18/2014 12/18/2014	FINALED	Permit Name: Reroof & Paintin				
B1411-023	OTHER	745 EAST MICHIGAN STREET	745 E MICHIGAN AVE TRUST U		455.04	455.04
12/9/2014	OHEK	845092015	MEGABILT DEVELOPMENT	6,000.00	455.94	455.94
11/19/2014 12/2/2014	ISSUED	Permit Name: Includes 747 Eas	t Michigan Street			
B1410-001	OTHER	1790 WEST HOBSONWAY	SAPIENT PROVIDENCE	100,000.00	2,519.75	2,519.75
12/17/2014		836100008	TOM STEPHENSON CONSTRUC	100,000.00	2,319,73	2,313.73
10/1/2014 12/12/2014	ISSUED	Permit Name: Repair of Roof C	collapse			
B1412-047	OTHER	1669 RIVIERA DRIVE	JOSEPH & NANCY WHANN	3,000.00	222.11	222,11
12/30/2014		869400009	OWNER			
12/29/2014 12/30/2014	ISSUED	Permit Name:				
Total i	for: OTHER			116,400.00	3,395.31	3,395.31
Permit No./Issue	d					
Applied/Approve	ed Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1411-005	PLUMB	1310 ARIZONA STREET	JESSE & JULIE RIVAS	1,084.46	26.00	26.00
12/12/2014	WATER HEATER	854121017	CRECELIUS INC			
11/5/2014 11/7/2014	FINALED	Permit Name: WATER HEATE				
Total f	or: PLUMB			1,084.46	26.00	26.00
Permit No./Issue	đ					
Applied/Approve	d Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1412-011	POOL	2011 EAST DONLON STREET	CHANDRA HOSPITALITY	13,722.00	701.49	701.49
12/15/2014	TOOT TEEN	857210031	ENDLESS SUMMER POOLS			
12/3/2014 12/9/2014	ISSUED	Permit Name: & SPA		_		
Total fe	or: POOL	•		13,722.00	701.49	701.49
Permit No./Issued	l					
Applied/Approve	d Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1412-031	PUBLIC	221 WEST BARNARD STREET	CITY OF BLYTHE	0.00	0.00	0.00
12/15/2014 12/15/2014	ISSUED	845053002 Permit Name: SPLASH PAD	SPLASH ZONE INC			
12/15/2014 12/15/2014	20012	remit Name: SFLASH FAD		_		

5

Total fo	r: PUBLIC			0.00	0.00	0.0
Permit No./Issued						
Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Pa
B1412-006	RERF	400 SOUTH FOURTH STREET	ALONZO & SERITHA MACK	750.00	48.50	48.
12/3/2014	TEAR OFF	848162031	OWNER			
12/3/2014 12/3/2014	ISSUED	Permit Name: TEAR OFF				
B1412-041	RERF	180 SOUTH BROADWAY	MARICAL & IRMA ALVARADO	1,500.00	55.50	55.5
12/19/2014	TEAR OFF	848061014	OWNER			
12/19/2014 12/19/2014	FINALED	Permit Name: TEAR OFF				
B1412-012	RERF	940 LIDO LANE	BENJAMIN & MARIA ANDRAD	2,300.00	84.75	84.7
12/3/2014	OVER EXIST	869371006	OWNER			
12/3/2014 12/3/2014	ISSUED	Permit Name: OVER EXISTING	G			
B1412-034	RERF	221 SOUTH FOURTH STREET	MARIA A CARDONA	3,500.00	98.75	98.7
12/18/2014	OVER EXIST	848091002	SAINDON ROOFING			
12/17/2014 12/17/2014	ISSUED	Permit Name: OVER EXISTING	G - 14 SQS			
B1412-007	RERF	1317 WEST BARNARD STREET	EDWIN & DOROTHY VONDERE	5,410.00	126.95	126.9
12/9/2014	OVER EXIST	836154022	SAINDON ROOFING			
12/3/2014 12/3/2014	ISSUED	Permit Name: OVER EXISTING	G - 25 SQS			
B1412-033	RERF	1005 WEST HOBSONWAY	RONALD & BRENDA HASLER	3,250.00	99.16	99.1
12/18/2014	OVER EXIST	836080020	SAINDON ROOFING	•		
12/17/2014 12/17/2014	ISSUED	Permit Name: OVER EXISTING	G - 11 SQS			
B1412-035	RERF	475 NORTH SECOND STREET	CHARBONEAU & HAMILTON	3,975.00	98.77	98.7
12/18/2014	TEAR OFF	845062013	SAINDON ROOFING			
12/17/2014 12/17/2014	ISSUED	Permit Name: TEAR OFF - 15 S	6QS			
Total for	: RERF			20,685.00	612.38	612.3
Permit No./Issued						
Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paic
RC1411-006	RIVCOUNTY	10100 18TH AVENUE	ROBERT & CONNIE THWEATT	8,715.36	242.59	242.59
1 2/4/2014 11/20/2014	ISSUED	869292007 Permit Name: ALUM AWNING	OWNER S (2)			
11/20/2014 12/3/2014			- (-)	_		
RC1411-004	RIVCOUNTY	17980 BLYTHE WAY	MARTIN BARAJAS	3,000.00	149.00	149.00
12/12/2014 11/19/2014	ISSUED	824061002 Permit Name: MECHANICAL	JOHN HARRISON CONTRACTION			
1/19/2014 1/19/2014	<u> </u>			<u> </u>		
Total for	RIVCOUNTY			11,715.36	391.59	391.59
Permit No./Issued						
Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
31406-041	SFR	2624 COLORADO RIVER ROAL		163,008.50	9,501.54	2,501.54
2/10/2014	IGGI IET	833370050	K & M BUILDERS INC			
/30/2014 2/4/2014	ISSUED	Permit Name:				
31406-042	SFR	2620 COLORADO RIVER ROAL	ROBERT & ANDREA LOFTON	163,008.50	9,501.54	2,501.54
.2/10/2014 5/30/2014 2/4/2014	ISSUED	833370049 Permit Name:	K & M BUILDERS INC			

For the Period 12/1/2014 thru 12/31/2014

B1406-044 12/10/2014

SFR

Total for: SFR

2604 COLORADO RIVER ROAD K/M BUILDERS INC K & M BUILDERS INC 163,008.50

9,501.54

2,501.54

6/30/2014 12/4/2014

ISSUED

833370046 Permit Name:

489,025.50

28,504.62

7,504.62

57 Permits Issued from 12/1/2014 Thru 12/31/2014

Total Valuation:

Total Fees Paid:

\$8,489,584.62

Total Fees:

\$43,094.20

\$21,877.80

1

City of Blythe Permits Applications Received For the Period 12/1/2014 thru 12/31/2014

Permit No.	Applied	Туре	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L1412-001 Permit Name Description:		BUSINESSLICENSI CALLING		APPLIED	221 WEST HOBSONWAY 845132019	YVETTE TOUCHTON DAVID & MARIA KEHL
L1412-002 Permit Name Description:	12/18/2014	BUSINESSLICENS		APPLIED	145 NORTH SPRING STREET 845132013	CALVARY CHAPEL BLYTHE
L1412-003 Permit Name Description:	12/22/2014	BUSINESSLICENS		APPLIED	117 EAST HOBSONWAY 845151006	WEYER, CRELLIN & CUSTER CUTTING EDGE PROP INC

3 Permit Applications from 12/1/2014 Thru 12/31/2014

City of Blythe Cases Opened (By Type)

For the Period 12/1/2014 thru 12/31/2014

Type of Case	Number opened
BLDG	5
COMPLAINT	1
DEBRIS	0
DUMPING	1
FIRE	1
HAZMAT	0
SIDEWALK	0
VERMIN	0
WEED	1
WITNESS IN FIELD	0
ZONING	2

Total Cases Opened: 11

Total Cases Closed 18

CITY OF BLYTHE FIRE DEPARTMENT MONTHLY INCIDENT AND ACTIVITY REPORT DECEMBER 2014

Incident	<u>Total</u>
Public Assist / Rescue / Medical Aid	18
Brush, Grass, Leaves, Tree	2
Trash, Rubbish	2
Electrical / Power Line	3
Vehicle	1
Alarm	3
Structure	4
Hay Stack	1
Other	3
Total # of incidents	37
Activity	
Drills	5
Staff Meeting	1
Total Activities	6

Respectfully Submitted

Billy Kem, Fire Chief



CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2014

SUBJECT: Sex Offender Ordinance

PRESENTED BY: Christian L. Bettenhausen, City Attorney

PREPARED BY: Chief Robert Mathews, Chief of Police

Christian L. Bettenhausen, City Attorney

RECOMMENDATION:

Staff Recommends a second reading of Ordinance No. 865-14 amending sections 9.32.010 through 9.32.070 of chapter 9.32 (Sex Offenders) of title 9 of the Blythe Municipal Code (Public Peace, Morals and Welfare), and waive further reading by title only.

FISCAL IMPACT:

Staff time and legal review (<\$1,000)

BACKGROUND:

The current City of Blythe ordinance dealing with sex offenders needs to be updated to bring it in conformity with existing law and to provide legally enforceable regulations of registered sex offenders. The ordinance attached as Attachment A accomplishes this.

STAFF REPORT:

The council has determined that the City's code dealing with registered sex offenders needs to be amended so as to bring it in compliance with current state law. Recent court decisions in <u>People v. Nguyen</u>, 222 Cal.App. 4th 1168 and <u>People v. Godinez</u> (unpublished), have held that some of the existing provisions are preempted by state law.

The proposed amendment seeks to amend Chapter 9.32 to provide the public with the greatest level of protection from those individuals who have demonstrated a willingness to violate criminal statutes of a sexual nature. The proposed ordinance focuses on residency restrictions because they are specifically authorized for cities under California Penal Code section 3003.5(c) ("Nothing in this section shall prohibit municipal jurisdictions from enacting local ordinances that further restrict the residency of any person for whom registration is required...").

The restrictions are necessary and appropriate because studies show that sex offenders have a high recidivism rate. A recent study, which combined the results of a number of other studies (examining a total of 4,724 convicted sex offenders), found that over a 15 year period approximately 24% committed a new offense. See Hanson Andrew J. R. Harris and R. Karl

Hanson, "Sex Offender Recidivism: A Simple Question" 2004-03. In fact, registered sex offenders are much more likely to commit a subsequent criminal offense than the general criminal population. Most important is that sex offenders are at the greatest risk of reoffending when certain factors are present. Specifically, convicted sex offenders are most likely to reoffend when the offender: 1) becomes sexually preoccupied, 2) has access to victims, 3) fails to acknowledge their recidivism risk, and 4) show sharp mood increases, particularly anger. See Study by Hanson and Harris (1998). The attached ordinance seeks to address the second factor above, by limiting a registered sex offender's access to potential victims. By reducing access in a limited but reasonably appropriate manner, it will help to reduce the likelihood that new offenses will occur.

One of the primary focuses of the proposed ordinance is on the need to protect children in the community, who are the most vulnerable. But the ordinance also seeks to protect adult residents from offenses in those areas where offenses are most likely to occur and which are subject to City control. This means protecting those locations where children and members of the public are known to regularly gather. As a result, the attached ordinance includes language which prohibits registered sex offenders from residing within 2000 feet of any school or park in the City. This restriction is drawn directly from California Penal Code section 3003.5(b), and reflects the legislature's desire to protect children from the dangers posed by convicted sex offenders. Pursuant to the authority in Penal Code 3003.5(c), staff is proposing to add child day care centers and children's facilities to the 2000 foot residency restriction, as well as a 300 foot restriction with respect to bus stops. These are all areas where children and members of the public regularly gather, and where the opportunity for an offense is most likely to arise. Children at these locations are more likely to have a believed feeling of safety, and to have a lowered state of vigilance. Allowing convicted sex offenders to reside within close proximity to these areas presents a realistic danger. The attached ordinance provides reasonably appropriate residency restrictions with respect to these locations, and is only a moderate expansion of existing state law. The bus stop restriction of only 300 feet ensures that an affected person will still have reasonably close access to transportation. The restrictions were carefully tailored to try and reduce the threat of recidivism posed by convicted sex offenders, while at the same time maintaining sufficient alternative opportunities for housing in other areas of the City.

ATTACHMENTS:

Proposed ordinance Summary Ordinance

CITY COUNCIL ORDINANCE NO. 865-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 9.32 (SEX OFFENDERS) OF III (OFFENSES AGAINST PUBLIC DECENCY) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE BLYTHE MUNICIPAL CODE RELATING TO SEX OFFENDERS.

WHEREAS, the Council desires to amend Chapter 9.32 (Sex Offenders) to provide for the regulation of registered sex offenders in the City, in a manner that will most effectively promote the public safety in accordance with California law.

NOW, THEREFORE, the City Council of the City of Blythe HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 9.32 (Sex Offenders) of III (Offenses Against Public Decency) of Title 9 (Public Peace, Morals and Welfare) is hereby amended to read as follows:

9.32.010 Short title.

This chapter shall be known and may be cited as the "Blythe Sex Offender Ordinance."

9.32.020 Definitions.

For purposes of this chapter the following definitions shall apply:

"Adult" means a person over the age of eighteen years.

"Child" means a person under the age of eighteen years.

"Child day care center" means a licensed facility that provides nonmedical care on a less than twenty-four-hour basis to children in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual. "Child day care center" does not include a "family day care home" as that term is defined in California Health and Safety Code Section 1596.78.

"Children's facility" means the city owned library and recreation center, together with any publically or privately owned establishment where children are known to regularly gather, that provides any area in or adjacent to such establishment where children commonly gather to play or recreate. The term children's facility does not apply to any property whose primary purpose is residential.

"Park" means any city owned park, playground, recreation center, or any other city owned area maintained or used by the city for the purpose of public rest, play, enjoyment, active

or passive recreation, or assembly, and shall include all buildings and structures located thereon or therewith.

"School" means the buildings and grounds of any public or private school used for the education of children in kindergarten or in grades one through twelve, inclusive.

"School bus stop" means officially designated areas where school busses regularly stop for the purpose of picking up or dropping off students, but only for students in kindergarten or in grades one through twelve, inclusive.

"Sex offender" means any person for whom registration is required pursuant to Section 290 of the California Penal Code, regardless of whether that person is on parole or probation.

9.32.030 Residency restrictions.

- A. No sex offender shall reside within a two thousand foot radius of any park, public or private school, child day care center, or children's facility.
- B. No sex offender shall reside within 500 feet of a school bus stop.

9.32.040 Exceptions.

Section 9.32.30 shall not apply in any of the following circumstances:

- A. The sex offender established the residency prior to the effective date of ordinance No. 835, adopted August, 2009. (Residency requires the sex offender must lawfully be in the city of Blythe. The sex offender must be on the rental or lease agreement for the residence even in cases where the sex offender is living with a friend, relative or significant other, or the sex offender is listed as purchasing the residence to be lived in.)
- B. The sex offender established the residency prior to the initial operation of the child day care center, park, school, or children's facility.

9.32.050 [reserved]

9.32.060 [reserved]

9.32.070 Penalties.

Any person violating any provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be punished as set forth in Chapter 1.24 of this code.

<u>SECTION 2</u>. Any provision of the Blythe Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and

no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30

SECTION 3. The Mayor shall sign and the City Clerk shall attest to the passage of

days from its adoption. PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014. AYES: **COUNCIL MEMBERS:** NOES: COUNCIL MEMBERS: **COUNCIL MEMBERS:** ABSENT: Mike Evans, Mayor Attest: Mallory Sutterfield, City Clerk STATE OF CALIFORNIA COUNTY OF RIVERSIDE CITY OF BLYTHE I, MALLORY SUTTERFIELD, hereby certify that I am the duly elected City Clerk of the City of Blythe and that the foregoing resolution was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on the ____ day of ____, 2014. Mallory Sutterfield, City Clerk

CITY OF BLYTHE LEGAL NOTICE SUMMARY OF ORDINANCE

NOTICE is hereby given that at its regular meeting of December 9th, 2014, the Blythe City Council gave first reading to the following ordinance:

ORDINANCE NO. 865-14; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 9.32 (SEX OFFENDERS) OF III (OFFENSES AGAINST PUBLIC DECENCY) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE BLYTHE MUNICIPAL CODE RELATING TO SEX OFFENDERS.

SUMMARY: The proposed ordinance amends Chapter 9.32 of the Blythe Municipal Code (BMC) concerning sex offenders. The ordinance deletes certain provisions from section 9.32.030 of the BMC to bring it into conformity with recent caselaw, and to create enforceable regulation of sex offenders. The existing city ordinance prohibits registered sex offenders from residing within 2000 feet of a park or school. The amendment would add child day care centers and children's facilities to this prohibition. The ordinance also adds a prohibition on sex offender residing within 300 feet of an officially designated school bus stop, for students grades K-12.

The ordinance was introduced at the regular council meeting on December 9, 2014, and was passed at the regular council meeting on January 27, 2015.

The ordinance was passed by the following vote:

Date:

AYES:	5	COUNCIL MEMBERS:	
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
A full copy of th Broadway, Blyt	e al he, (bove ordinance is a California.	available at the Office of the City Clerk, 235 North
			MALLORY SUTTERFIELD CITY CLERK
Published In:			



CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT: Conflict of Interest Code

PRESENTED BY: Mallory Sutterfield, City Clerk

PREPARED BY: Mallory Sutterfield, City Clerk

RECOMMENDATION: It is recommended Council conduct the second reading of Ordinance No. 867-14 by title only, allowing the summary of the Ordinance to be published in a newspaper of general circulation.

FISCAL IMPACT: Costs associated with periodic review of the Conflict of Interest code by Legal Counsel.

BACKGROUND: The conflict of interest code establishes which employees of the City shall file statements of economic interest with the City Clerk within 30 days of appointment and yearly thereafter. It also establishes who shall perform the duties of filing officer for the City of Blythe. Government Code Section 87306.5 requires every local agency to review its Conflict of Interest Code in all even numbered years or when there is a change in positions. The first reading of this Ordinance was conducted on December 9, 2014.

STAFF REPORT: Chapter 2.24 of Title 2 of the Blythe Municipal Code currently houses the City's Conflict of Interest Code. This section of the Municipal Code has not been updated in a number of years. To be compliant with the Government Code, The City Attorney's office recommends adoption of the attached Conflict of Interest Code by Resolution. As Government Code regulations require frequent updating; adopting by resolution will make it more efficient to update the Conflict of Interest Code in the future and why repealing Ordinance No. 867-14 is necessary.

ATTACHMENTS:

1. Ordinance No. 867-014

ORDINANCE NO. 867-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO REPEAL CHAPTER 2.24 (CONFLICT OF INTEREST CODE) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BLYTHE MUNICIPAL CODE.

WHEREAS, Government Code Section 87306.5 requires every local agency to review its Conflict-of-Interest Code in all even-numbered years; and

WHEREAS, a conflict of interest code may be adopted by resolution; and

WHEREAS, in practice a conflict of interest code requires frequent updating and therefore it is more efficient to update the Conflict of Interest Code by resolution; and

WHEREAS, the City of Blythe's Conflict of Interest Code requires updating due to the change in City positions since its adoption and the City Council is adopting a new Conflict of Interest Code by resolution commencing in 2014.

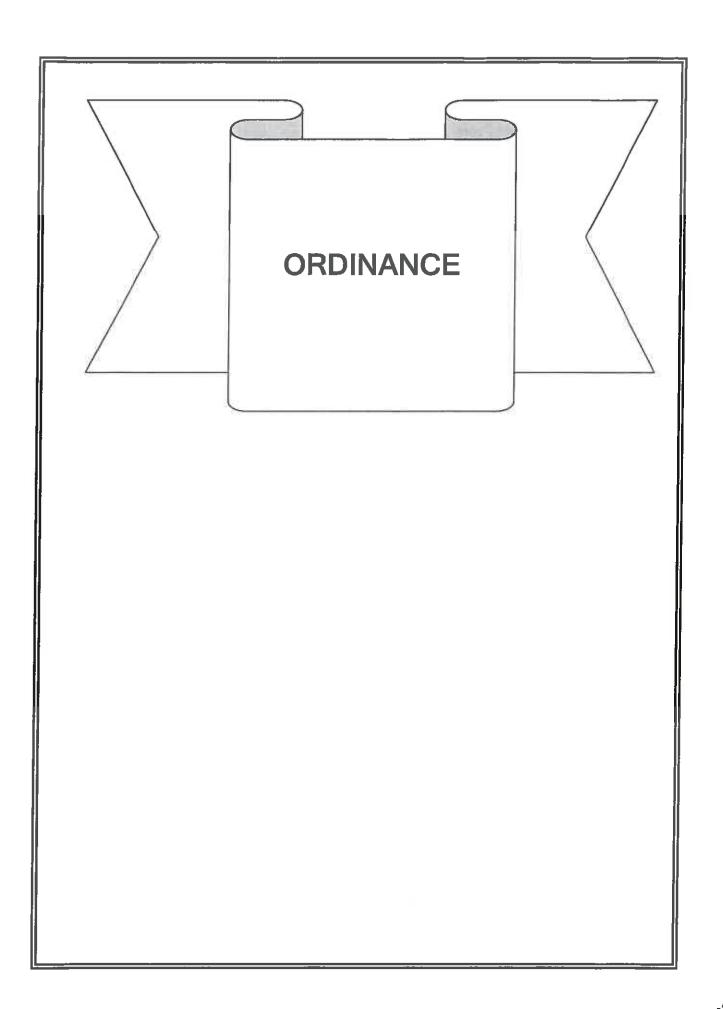
NOW, THEREFORE, the City Council of the City of Blythe HEREBY ORDAINS AS FOLLOWS:

<u>SECTION 1</u>. Chapter 2.24 (Conflict of Interest Code) of Title 2 (Administration and Personnel) is hereby repealed in its entirety.

SECTION 2. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

PASSED, APPROVED AND ADOPTED this 27th day of January, 2015.

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Mike Evans, Mayor
ATTEST:	
Mallory Sutterfield	





CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT:

Security Alarm System Ordinance

PRESENTED BY: Robert T Mathews, Interim Chief of Police

PREPARED BY:

Robert T Mathews, Interim Chief of Police

RECOMMENDATION: City Council adopt Ordinance No. 868-14 to amend sections 5.77.010, 5.77.060, and 5.77.090 of chapter 5.77 of title 5 of the Blythe Municipal Code relating to penalties for false alarms and enforcement of existing permit requirements. Staff recommends that Council hold the first reading of ordinance number 868-14 to read as stated in Attachment "A"

FISCAL IMPACT: Staff time and legal review (<\$1,000), \$100.00 revenue per violation, revenue is variable based on compliance.

BACKGROUND: At the September 2014 Council Meeting, an inquiry was made regarding the collection of fees related to false activations of Security Alarm System.

At the December 9, 2014 Council Meeting staff returned with information on this issue. Staff received direction from the Council, related to bringing equality to the administrative citation amount charged for panic or duress alarms at residences and businesses, and providing for enforcement of the existing permit requirement.

STAFF REPORT: The attached ordinance serves to amend the existing municipal code to address both of the concerns of the Council. In addition, a change related to the definition of an "Alarm user", to now include a residential user, has been made.

As noted at the December 9, 2014 meeting, upon adoption of the ordinance by the Council, the Police Department will begin publicizing the process, to elicit compliance and re-educate current permit holders.

ATTACHMENTS:

A. Proposed Ordinance

CITY COUNCIL ORDINANCE NO. 868-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, TO AMEND CHAPTER 5.77 (SECURITY ALARM SYSTEMS) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE BLYTHE MUNICIPAL CODE RELATING TO PENALTIES FOR FALSE ALARMS AND PERMIT VIOLATIONS.

WHEREAS, the Council desires to amend Chapter 5.77 (Security Alarm systems) to provide for the consistent application of penalties for false alarms and enforcement of existing permit requirements.

NOW, THEREFORE, the City Council of the City of Blythe HEREBY ORDAINS AS FOLLOWS:

<u>SECTION 1</u>. Chapter 5.77 (Security Alarm Systems) of Title 5 (Business Licenses and Regulations) is hereby amended to read as follows:

5.77.010 - Definitions.

For the purposes of this chapter, the following definitions will apply:

- A. "Alarm system" is any device designated for the detection of an unauthorized entry on premises or for alerting others of the commission of an unlawful act, or both, and when actuated, emits a sound or transmits a signal to indicate that an emergency situation exists, and to which peace officers are expected to respond.
- B. "False alarm" means the activation of an alarm system necessitating response by peace officers when an emergency situation does not exist; provided alarms generated by natural disaster will not be considered false alarms.
- C. "Audible alarm" is a device designed for the detection of the unauthorized entry on or attempted entry into a premise or structure or for alerting others of the commission of an unlawful act or both, and which, when actuated, generates an audible sound on the premises.
- D. "Alarm business" means any person, firm, or corporation conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an alarm system in or on any building, place or premises.
- E. "Alarm agent" means any person who is self-employed or employed either directly or indirectly by an alarm business whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving, or installing an alarm system in or on any building, place or premises.
- Fa "Alarm user" means any person using an alarm system at his residence or place of business.

- G. "Person" means any individual, partnership, corporation, or other entity.
- H. "Peace officer" means the chief of police of the city, his officers, and designated employees.
- I. "Non-priority" means that law enforcement response to the activation of an alarm will not be given precedence over any other calls and will be predicated upon availability of law enforcement personnel and other service needs.
- J. "Alarm administrator" means a person or persons designated by the Blythe police chief to administer, control and review alarm response procedures, dispatch requests, and reported false alarms.
- K. "Notice of noncompliance" means formal thirty-day notification by the alarm administrator, advising of the intent to put the alarm user in substantial noncompliance status.

5.77.020 - Applicability.

The provisions of this chapter are not applicable to audible alarms affixed to motor vehicles, unless the vehicle alarm is connected to a central monitoring system.

5.77.030 - Registration—Alarm business.

It shall be unlawful for any person, partnership, corporation, or firm to own, manage, conduct or carry on the business of selling, leasing, installing, servicing, maintaining, repairing, replacing, moving, removing, or monitoring an alarm system in or on any building, place, or premises within the incorporated area of the city without first having registered with the chief of police. Such registration shall not be required for any business which only sells said alarm systems from a fixed location unless such business services, installs, monitors, or responds to alarm systems at the protected premises. Registration shall be accomplished by furnishing such information as may be required by the chief of police, including but not limited to the full name of the business, the number of the license issued by the State Director of Consumer Affairs for the alarm business, and the name and business address of the manager of operations for the area within the incorporated limits of the city.

(Ord. No. 839, § 1, 1-26-10)

5.77.040 - Registration—Alarm agent.

It is unlawful for any person, including the owners of an alarm business, to engage directly in the selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing of an alarm system in or on any building, place, or premises within the incorporated area of the city without first having registered his name and filed with the chief of police a copy of the alarm agent registration card issued him by the State Director of Consumer Affairs pursuant to the provisions of the Alarm Company Act as outlined in Division 3 of the Business and Professions Code, Chapter 11.6, Section 7592.8(b). Nothing herein shall require a person to so register who is merely a salesman for any

business not required to obtain an alarm business permit under the provisions of Division 3, if such salesman is engaged in sales of alarm systems only.

5.77.050 - Change of address reports.

- A. Any alarm business registered with the chief of police shall, within five days, report to the chief of police any change of address or ownership of the business or the name or business address of the manager of operations for the area which includes the area within the incorporated limits of the city.
- B. Any person registered with the chief of police as an alarm agent shall, within five days report to the chief of police any change of business address.

5.77.060 - Permit requirements.

- A. No person shall install, or cause to be installed, use, maintain or possess an alarm system on premises owned by or in the possession of or in control of such persons within the incorporated area of the city without first having obtained an alarm user's permit from the chief of police of the city in accordance with this section. The application for an alarm user's permit shall be submitted on a form as prescribed by the chief of police and shall include the address of the premises wherein the system is to be located and the name, address, and telephone number of the applicant, type or purpose of alarm, and the person who will render service or repairs during any hour of the day or night.
- B. An administrative citation in the amount of one hundred dollars shall be issued to a person found to be responsible for an alarm system which is operated in violation of section 5.77.060 (A).

5.77.070 - Specifications.

All alarm systems sold for installation or installed in any place of business within the incorporated area of the city shall utilize approved Underwriter's Laboratories rated protection equipment. All electrical installations shall be in accordance with applicable requirements of the National Electrical Code as adopted by the city and all necessary permits shall be obtained.

5.77.080 - False alarm—Report filing.

Following law enforcement response to the activation of an alarm which investigation determines to be false and notification of said fact by the chief of police, the alarm user shall file written report with the chief of police within seventy-two hours upon notice to do so from the chief of police. Such report shall contain all information pertaining to the activation of said alarm, any planned corrective action and projected date of correction. Where the alarm system is serviced by an alarm business, the report shall be made by such business and a copy forwarded to the alarm user by the alarm business.

5.77.090 - Violations and penalties.

- A. An administrative citation in the amount of one hundred dollars shall be issued to an alarm user for every false alarm after the first false alarm reported for a period of one year at his/her premises following enactment of this ordinance.
- B. Activation of a duress, panic, or holdup alarm for an event not consistent with a robbery or other life threatening situation, shall be considered a violation of this section and will result in an administrative citation being issued in the amount of one hundred dollars for residential or business related alarms.
- C. In determining the number of false alarm penalties, multiple alarms occurring in any twenty-four-hour period may be counted as one false alarm, to allow the alarm user time to take corrective action, except where the alarm user has a history of chronic false alarms.
- D. A false alarm response penalty may be waived if the alarm system was activated by factors out of the alarm users control, including violent conditions of nature; such as, earthquake, high intensity winds, extreme storms including thunderstorms, lightning, electrical surge, or other extraordinary circumstances not reasonably subject to the control of the alarm business or alarm user. The Blythe police department may request a written statement/report from a licensed alarm company representative, which details the reasons for the false alarms under this section.
- E. Whenever, in the opinion of the alarm administrator, an alarm user has a history of false alarms the pertinent system may be placed in "no response" status until the alarm user submits proof of system service and problem resolution by a licensed alarm business. Failure to pay alarm-related penalty assessments shall result in the pertinent system being placed in "no response" status at the discretion of the alarm administrator until such payment is received.

5.77.100 - Activation or emergency—Procedures—Nuisance when.

- A. Every place of business maintaining an alarm system shall either post or file with the chief of police a notice containing the names and telephone numbers of the persons to be notified in case of emergency or alarm activation or to render service to the system during any hour of the day or night. The persons named shall include the occupant of the premises, or the alarm business or agents responsible for the maintenance of the system. If posted, such notice shall be placed near the front door of the structure containing the alarm system or at the front gate if the structure is fenced; said notice shall be posted in such a position as to be clearly legible from the ground level adjacent to the structure or fence. It shall be the duty of the alarm user to maintain current such notice whether posted or filed with the chief of police.
- B. If service is unavailable, audible alarms which have emitted an alarm in excess of fifteen minutes are declared to be nuisances, and the chief of police may cause such alarm to be disconnected by a registered alarm agent, with the cost therefore to be a charge payable by the alarm user.

- C. The chief of police may designate an alarm system at a specific location as a nuisance if such alarm system actuates excessive false alarms. It is determined that four false burglar alarms within any three consecutive calendar month period, or two false robbery alarms within any three consecutive calendar month period is excessive and constitutes a public nuisance. The chief of police shall not consider any false alarm in his computation of nuisance alarms if such false alarm falls under Section 5.77.090(D), and not the result of the negligence of the alarm user, his agents or employees or a defect in the alarm system.
- D. The chief of police shall suspend the permit of an alarm user whose alarm has been so designated a nuisance. The chief of police shall serve the permittee with a written order of suspension, which shall state the reason for such suspension. The order shall be effective immediately if personally served, or forty-eight hours after the same has been deposited with postage prepaid in the United States mail.

Immediately upon such an order of suspension becoming effective, the alarm system shall receive non-priority response from the police department.

- E. The suspension of the alarm user's permit shall become a revocation fifteen days after the order of suspension becomes effective unless the permittee presents to the chief of police written verification that the system has been completely evaluated and the problem located and corrected, and the documentation exists that the alarm system of the alarm user falls within the acceptable alarm activation limit set forth in this section and such limits as set by the chief of police. Notice of revocation shall be served by personal service or by certified mail.
- F. If an alarm user's permit is revoked pursuant to this section, the permittee shall surrender said permit to the chief of police.

5.77.110 - Systems listing—Availability.

Every alarm business which monitors an alarm system located within the incorporated area of the city shall maintain on file a current listing of all such alarm systems including the name, address and telephone number of the individual or individuals from whom entry to the premises may be obtained. Said information shall be available to the chief of police upon request of any authorized representative thereof.

5.77.120 - Alarm agent registration card.

Every person engaged in installing, repairing, servicing, altering, replacing, moving or removing an alarm system as defined in this chapter, on any place of business within the incorporated area of the city other than those owned or occupied by said person, shall carry on his person at all times while so engaged a valid state of California alarm agents registration card and shall display such card to any peace officer upon request.

5.77.130 - Operative dates.

A. The provisions of this chapter and the requirements therein shall become operative ninety days after the effective date of the ordinance codified in this chapter for those

persons conducting an alarm business or engaged as an alarm agent within the incorporated area of the city on such effective date; provided, however, the aforementioned persons who have filed an application as required herein for an alarm business permit may continue doing business after such operative date until such application has been processed.

- B. All persons not conducting an alarm business or engaged as an alarm agent within the incorporated area of the city on the effective date of the ordinance codified in this chapter shall not commence such operation until the necessary alarm business permit required by this chapter has been issued or the registration required by this chapter for an alarm agent has been completed.
- C. The provisions of this chapter relating to the alarm users permit shall become operative one hundred twenty days after the effective date of the ordinance codified in this chapter for those persons using, maintaining, or possessing an alarm system on premises owned or in the possession or control of such person within the incorporated area of the city if said system was installed or in operation prior to the effective date of the ordinance codified in this chapter. Any person installing, or causing to be installed an alarm system on premises owned or in possession or control of such person within the city on or after the effective date of the ordinance codified in this chapter shall not commence such installation until the necessary alarm users permit required by this chapter has been issued.

5.77.140 - Severability.

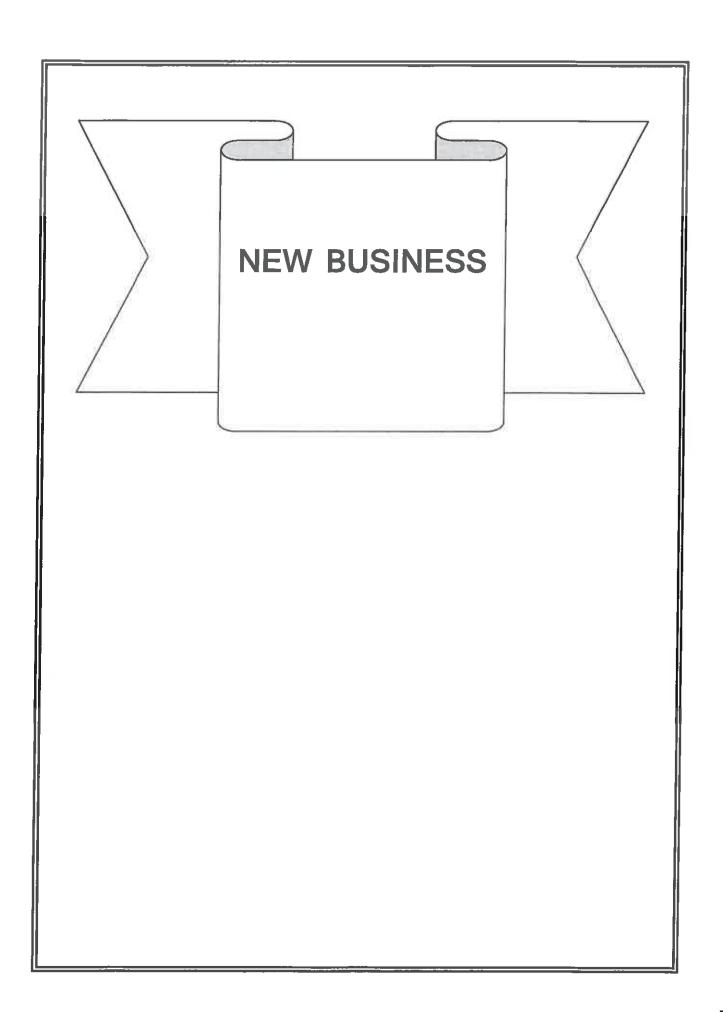
If any section, subsection, sentence, clause or phrase of this chapter as herein enacted or the application thereof to any person or circumstances is held invalid or unconstitutional by decision of any court of competent jurisdiction, such invalidity shall not affect the other provisions or applications of this ordinance, or any section or portion of section hereof which can be given effect without the invalid provisions or application and to this end the provisions of this chapter are, and are intended to be, severable. The city council hereby declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

<u>SECTION 2</u>. Any provision of the Blythe Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

PASSED, APPROVED AND ADOPTED this _	day of	, 2015.
6		

	AYES: NOES: ABSENT:	COUNCIL	_ MEMBERS: _ MEMBERS: _ MEMBERS:	
				Mike Evans, Mayor
Attes	t:			
Mallo City (ry Sutterfield Clerk	,		
COU	E OF CALIF NTY OF RIVE OF BLYTHE	ERSIDE)) ss.)	
adopt	ity of Blythe	and that the	e foregoing resolution	y that I am the duly elected City Clerk of on was duly and regularly passed and eeting thereof held on the day of
				Mallory Sutterfield, City Clerk





CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT: Creation of Personnel Position

PRESENTED BY: Robert T Mathews, Interim Chief of Police

PREPARED BY: Robert T Mathews, Interim Chief of Police

RECOMMENDATION: It is recommended that the City Council approve the creation of a Police Civilian Investigator position to be added and included in the Non-Sworn Memorandum of Understanding within salary range 37 of an hourly rate of \$19.39-\$26.04 for Tier I and \$18.46 - \$24.79 at Tier II.

FISCAL IMPACT: Creation of Civilian Police Investigator position will potentially save the City \$1,371.00 per month (based on 20 hours per week @ \$19.39 per hour vs. \$36.53 per hour for a detective) plus an additional benefits savings.

BACKGROUND: During the budget process Staff reviews all aspects including those related to labor costs and approved positions. Staff is recommending the described change from this review as Staff believes it is beneficial to the operation of the City.

STAFF REPORT: Due to several positions which have not been funded over the years to meet economic challenges in the budget, as well as recent resignations and retirements, the department finds itself with a staffing level that is currently below our minimum. In order to meet the primary obligations of the patrol function, officers have been brought back from special duty positions, and staff from the detective bureau has been called on to staff patrol positions to cover sick time and vacations. In an effort to meet our continuing investigative needs, while still supporting our patrol obligations, a need for additional investigative personnel has presented itself.

In an effort to meet this challenge, while still staying within the budget approved by Council, a position of Police Civilian Investigator is being requested. The position would be funded from existing funds available due to currently unfilled positions in the patrol division.

ATTACHMENTS:

1. Job Classification for proposed Police Civilian Investigator position

Police Civilian Investigator

Department/Division:	Police/Investigations
Reports To:	Investigations Sergeant
Provides Direction To:	Not applicable
Salary:	Range N37
Exemption Status:	Exempt
Date Prepared:	November 17, 2014

GENERAL PURPOSE:

Under general supervision, performs police civilian investigations involving data collection, interviewing of witnesses, suspects, victims, and specialists, the analysis of evidence, and the presentation of findings and reports that are used in the prosecution of crimes, and performs other related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- 1.Reviews police reports to determine facts and circumstances surrounding the potential violation of penal and civil codes for specialized crimes and determines whether investigation is warranted.
- 2.Determines appropriate analytical methods and information-gathering processes that are relevant to the particular cases.
- 3.Collects, packages, and books evidence; researches and obtains required information and data for particular cases; prepares search warrants and establishes other law enforcement agencies that should be involved with case.
- 4.Interviews witnesses, victims, suspects, and specialists in order to understand the nature of the crime, probable causes, motives, and potential violations of criminal and civil law.
- 5.Prepares and shows photo line-ups to identify potential suspects; researches local, State and federal databases.
- 6. Writes police reports to document findings, including supplemental reports, crime reports, and property reports.
- 7.Discusses findings and alternatives with other police personnel and prosecutors in preparing cases and evidence, and provides referrals to other agencies.
- 8. Testifies in Court proceedings

QUALIFICATIONS GUIDELINES

Knowledge of:

California Penal Code and applicable civil codes; general investigation procedures; crime elements specific to particular cases; protocols involving sexual assault, child abuse, domestic violence; investigative tactics; effective interviewing techniques; financial, statistical, and comparative analysis methods; case management practices; effective business communications and proper English usage, including spelling, grammar and punctuation; report presentation techniques.

Ability to:

Analyze civilian crimes, including evidence, criminal histories, potential suspects, interpersonal relationships, financial data, and other factors; evaluate probable motives, behaviors, and alternative causes and reach sound conclusions based upon research and collaboration; collect, evaluate and interpret varied data, either in statistical, narrative, or interview form; conduct interviews and case research; interpret and apply laws, regulations, policies and procedures; prepare clear and concise reports, and other written materials; organize and maintain accurate records and files; coordinate multiple cases and meet critical deadlines; exercise sound judgment within established guidelines; communicate clearly, concisely and effectively, orally and in writing; use tact, discretion and sensitivity in dealing with sensitive situations; establish and maintain effective working relationships with victims, suspects, media representatives, attorneys, Court officials, police personnel, citizen groups, and the public; operate computer hardware and utilize word processing, spreadsheet, and centralized law enforcement software applications programs and databases.

Education/Training/Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a Bachelor's degree in criminal justice, police science, or a closely related field; and three years of varied analytical and technical experience involving the investigation of civilian crimes or similar types of cases; or an equivalent combination of training and experience.

Licenses, Certificates, Special Regulrements:

A valid Class C California driver's license, and the ability to maintain insurability under the City's Vehicle Insurance Policy. Successfully complete background investigation check.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is expected to talk and hear within interview and investigation settings. The employee is required to frequently sit and occasionally walk and stand to access work areas and files; stoop, kneel, or crouch to access or place records or files; lift and carry records and documents, typically weighing less than 20 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee must be able to use written and oral communication skills; read and interpret data, information and documents; interpret policies and procedures; use math and mathematical reasoning; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public; and interact with suspects, victims, police officers and investigators, prosecutors, Court officials, and the general public.

WORK ENVIRONMENT

The employee works in both office and field settings. The noise level is moderately quiet. In the field, the employee is subject to traffic. Occasional driving is required to attend meetings at police facilities, travel to and from crime sites and interview locations, and appear at Court hearings. The employee works with crimes and issues involving sexual assault, child abuse, and domestic violence cases. The employee investigates evidence at crime scenes. The employee interfaces with victims, suspects, and repeat offenders.

CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT:

Second Amendment and Restatement to the Solid Waste Franchise

Agreement between CR&R Incorporated and the City of Blythe

PRESENTED BY: Frank J. Luckino, City Manager

PREPARED BY:

Frank J. Luckino, City Manager

RECOMMENDATION: Staff is recommending approval of the Second Amendment and Restatement of the solid waste franchise agreement with CR&R Incorporated.

FISCAL IMPACT: The standard service rates with the citizens of Blythe will remain in tact, no increases, with the exception of annual consumer price index (CPI) increases which will occur as normal July 1 of each year. The City will receive 15% franchise fee and a \$50,000 extension bonus. In addition, CR&R will take the responsibility of billing commercial and roll off customers and will provide street sweeping activities at no additional cost to the City.

BACKGROUND: The City Council entered into the current franchise agreement (first extension, assignment and assumption) with CR&R Incorporated in September 2011. The assignment and assumption was due to CR&R Incorporated purchasing the contract from Palo Verde Valley Disposal Service. The new services that are being implemented with this new agreement were prompted by the requirement from the State of California (AB 939) for all cities to meet a 50% diversion goal and also the need to upgrade equipment. These services/changes included (highlights):

- Mandatory residential pickup in the front of the house; eliminate alley service;
- Bi-monthly street sweeping for all City streets (including the equipment) with no cost to the citizens;
- Mandatory recycling bins with the appropriate waste in the bin only;
- Green waste disposal drop off, free for residents paid service for landscaping professionals;
- A full-time billing process for commercial and roll off accounts provided by CR&R; residential will remain with the City;

STAFF REPORT:

The City of Blythe entered into an exclusive agreement with Palo Verde Waste Disposal Service in August 2004 for the collection of residential and commercial solid waste. This agreement terminates, with all extensions, on July 31, 2026. CR&R, who assumed and was assigned the franchise agreement, has requested a 7-year extension of the agreement through 2033. This

extension is an evergreen, unless the council calls the contract, a 7-year final term would continue to roll. This extension would permit the City and CR&R Incorporated to work cooperatively to maintain continuity of operations, introduce new services to customers and continue to increase the City's recycling efforts. CR&R Incorporated is also proposing a number of customer and community benefits, i.e. street sweeping, as part of this extension agreement.

Attachments: Agreement Rates

SECOND AMENDMENT AND RESTATEMENT OF THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF BLYTHE AND CR&R INCORPORATED FOR EXCLUSIVE SOLID WASTE HANDLING SERVICES

Version 12-2-14

This Second Amendment and Restatement of the Agreement for Solid Waste Handling Services is made and entered into on this 1st day of February, 2015 ("Effective Date") by and between the City of Blythe ("City"), a municipal corporation, and CR&R Incorporated, a California Corporation ("Contractor" or "Grantee").

WITNESSETH:

The parties wish to enter into a new agreement to provide solid waste services that is specific to the City and addresses its particular needs and requirements.

In accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection, transportation, recycling, processing, and disposal of solid waste, and for other related services, to meet the goals and objectives of AB 939.

It is the intent of the parties hereto to provide for the exclusive right of collection of all solid waste from residential, industrial and commercial premises within the City, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. DEFINITIONS. The following words and phrases used in this Agreement shall be defined in accordance with the definitions set forth herein. In the event of a conflict between these definitions and those set forth in the Blythe Municipal Code, the definitions set forth herein will prevail:
 - 1.1. AB939 or ACT means the California Integrated Waste Management Act of 1989, as amended (Public Resources Code Section 40000 et seq.), and implementing regulations of the California Department of Resources Recovery and Recycling.
 - 1.2. ACCOUNT means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "account" is used interchangeably with the word "customer" in this Agreement.

- 1.3. ACTIVATION FEE means a fee charged by Contractor to compensate it for expenses incurred where re-establishing service following a suspension of service due to non-payment.
- 1.4. AGREEMENT means this Solid Waste Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments.
- 1.5. BIN means a metal or rigid plastic container with a capacity of one to six cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.
- 1.6. BIN SERVICE means collection services provided to accounts using bins provided by Contractor. Bin service may be provided to either residential premises or commercial/industrial premises on a permanent or temporary basis.
- 1.7. BIOHAZARDOUS WASTE means those materials defined as "biohazardous waste" in Health and Safety Code §117635.
- 1.8. BULKY ITEMS means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's and other similar items (commonly known as "e-waste"); wood waste, tree trunks, and large branches if more than six inches in diameter or four feet in length, or scrap wood. Bulky items do not include construction or demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, motor homes, campers or other items that cannot be handled by two persons. In addition, bulk items do not include waste tires or Universal Waste.
- 1.9. CALRECYCLE means the California Department of Resources Recycling and Recovery, or any successor agency.
- 1.10. CART means a plastic container having a hinged lid and wheels, which is serviced by an automated side-loading truck.
- 1.11. CART SERVICE means collection services provided to accounts using carts provided by Contractor. Cart service may be provided to either residential premises or commercial/industrial premises on a permanent basis.

- 1.12. CITY means the City of Blythe.
- 1.13. COMMERCIAL/INDUSTRIAL PREMISES means property upon which a business activity is conducted, including but not limited to retail sales, services, manufacturing, assembling, storage, or wholesale operations, but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial/industrial premises may receive bin service, roll-off service or cart service. Commercial/industrial premises also include multi-family complexes, apartment houses, condominiums, mixed condominiums and rental housing, senior citizen housing complexes, and mobile home parks receiving permanent bin service or permanent roll-off service.
- 1.14. CONSTRUCTION/DEMOLITION WASTE means used or discarded construction materials removed from a premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development operations.
- 1.15. CONTAINER means a cart, bin, roll-off box, or other receptacle for solid waste, recyclable material or green waste.
- 1.16. CONTAMINATION FEE means an amount charges by Contractor to commercial/industrial accounts to recover its costs for separating solid waste placed in recyclable materials or green waste containers, or for arranging special, unscheduled solid waste collections, due to placement of solid waste in recyclable materials or green waste containers.
- 1.17. CONTRACTOR means CR&R Incorporated, a California Corporation.
- 1.18. CPI means the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles/Riverside/Orange County metropolitan area, All Items, Base Period 1982-84=100, as published by the United States Department of Labor, Bureau of Labor Statistics, or an equivalent index in the event CPI is eliminated or fails to be published.
- 1.19. DISPOSAL SITE(S) means such Solid Waste Handling Facility or Facilities specifically designated by the contractor for the ultimate disposal of Solid Waste collected within the City of Blythe. Designated disposal sites include, but are not limited to, the Blythe Landfill, the Quartzite Materials Recovery Facility, the proposed Blythe Materials Recovery Facility, the Salton Sea Landfill, the La Paz Landfill and the South Yuma County Landfill.

- 1.20. DWELLING UNIT for purposes of this Agreement means any single family premises or any individual living unit in a multi family premises intended for, or capable of being utilized for, residential living.
- 1.21. E-WASTE means discarded stereos, televisions, computers, VCR's and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f).
- 1.22. FOOD WASTE means solid waste comprised of animal, fruit or vegetable matter that results from the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables.
- 1.23. GREEN WASTE means leaves, grass, weeds, and wood materials from trees and shrubs that fit within a cart, or tree trunks or limbs that are less than six inches in diameter or four feet in length. Materials not meeting these specifications are considered bulky items.
- 1.24. GROSS RECEIPTS means all monetary amounts actually collected or received by Contractor for the collection of solid waste, green waste, and recyclable material pursuant to this Agreement and includes but is not limited to, overage fees, roll-off service fees, and bin rental fees. Gross receipts, for purposes of this Agreement, shall not include Special Fees, receipts generated from the sale of recyclable material (including CalRecycle beverage container recycling payments), or other receipts from state and local government accounts.
- 1.25. HAZARDOUS WASTE means any waste materials or mixture of wastes defined as such pursuant to the Resource Conservation and Recovery Act, 421 USC Section 6901 et seq., as amended or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC Section 9601 et seq., as amended. The term also means and includes any waste material defined as such by the California Environmental Protection Agency or CalRecycle, or either of them. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have a broader, more encompassing definition.
- 1.26. LATE FEE means amounts charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or Non-sufficient Fund (NSF) fees.

- 1.27. OVERAGE FEE means a fee charged by Contractor to commercial/industrial accounts to compensate it for its expenses in documenting and cleaning up litter and debris arising from overfilling of containers.
- 1.28. PERMANENT SERVICE means routine, regularly-scheduled collection of solid waste, recyclable material or, bins or roll-off boxes on a continuing basis, as opposed to temporary service.
- 1.29. PREMISES means any land, building or structure in the City where solid waste, recyclable material or green waste is generated or accumulated.
- 1.30. RECYCLABLE MATERIAL for purposes of this Agreement means any material generated on or emanating from residential, commercial/industrial accounts that has been relinquished by the generator and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with requirements of AB 939, including paper, glass, cardboard, plastics, ferrous metal, aluminum, or other materials as determined from time to time by mutual agreement between City and Customer.
- 1.31. RESIDENTIAL PREMISES means all property which is used for residential purposes and which receives permanent cart service, including single-family premises, multi family premises, condominiums, and mobile home parks.
- 1.32. ROLL-OFF BOX means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the account or Contractor, which is serviced by a roll-off truck.
- 1.33. ROLL-OFF SERVICE means collection, transportation, recycling, processing and disposal services that are provided using a roll-off box. Roll-off service may be provided to either residential premises, industrial premises, or commercial/industrial premises on a permanent or temporary basis.
- 1.34. SOLID WASTE means "solid waste" as defined in Public Resources Code Section 40191. For purposes of this Agreement, solid waste includes construction and demolition waste, green waste, food waste, wood waste and recyclable material.
- 1.35. SPECIAL FEES means a charge imposed by Contractor in response to improper actions by accounts, including fees for contamination, cleanup, cart or bin repair or

replacement arising from damage caused by the account, late payment, or interest; or a charge for special services where a rate is not provided in Exhibit A.

- 1.36. SPECIAL WASTE means solid waste generated by a commercial or industrial premises that is a "designated waste" under applicable law or regulations, is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or which requires special handling at any processing facility or disposal site.
- 1.37. TEMPORARY SERVICE means bin service or roll-off service provided to premises on a temporary, as-needed basis, such that no container remains on the premises or a service location on premises for more than thirty (30) calendar days at a time, or for more than sixty (60) calendar days of any ninety (90) calendar day period.
- 1.38. TIPPING FEE COMPONENT means that portion of the approved City Rates that is determined to include the prorated cost of disposal at a landfill or other disposal site.
- 1.39. UNIVERSAL WASTE means all waste defined by Title 22, Sections 66273.1 through 66273 of the California Code of Regulations, which typically include batteries, fluorescent tubes, and compact fluorescent bulbs.
- 1.40. WOOD WASTE means industrial dimension lumber, pallets, shipping dunnage, and similar discarded processed wood materials.

2. SERVICES.

- 2.1. Subject to the requirements of applicable law, Contractor is hereby granted the exclusive right and privilege to collect, transport, recycle and dispose of all solid waste within the City, including recyclable material, green waste, food waste, wood waste, and construction and demolition waste, generated at residential premises, commercial/industrial premises, and government facilities (to the extent permitted by law) now existing or hereafter constructed within the City during the term of this Agreement.
- 2.2. During the term of this Agreement, except as otherwise provided in Section 2.4, or as may otherwise be provided by federal or state law, the rights granted to Contractor under this Agreement will be exclusive to Contractor. The City will, where reasonable, protect Contractor's exclusive rights by considering the adoption of appropriate ordinances.

- 2.3. The City agrees not to enter into any contract with any other person, firm or organization for the performance of the services required to be performed by Contractor except, in the event Contractor fails, refuses or neglects to uphold the terms of this Agreement in material breach thereof, the City may cause fulfillment of this Agreement by other methods or contractors.
- 2.4. The franchise granted to Contractor is exclusive, except for the categories of solid waste listed below. The granting of this franchise does not preclude the categories of solid waste listed below from being delivered to, collected, and transported by others, provided that no person is excused from obtaining from the City any authorization that is required by law.
 - 2.4.1. Recyclable material that an account sells to, or otherwise receives compensation from, other persons in a manner resulting in a net payment to the account after consideration of collection, handling, or processing costs.
 - 2.4.2. Recyclable material donated to youth, civic, or charitable organizations.
 - 2.4.3. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code.
 - 2.4.4. Green waste removed from premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service.
 - 2.4.5. Construction and demolition waste that is incidentally removed by a duly licensed construction or demolition company, as part of a total service offered by such licensed company using its own equipment and employees.
 - 2.4.6. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
 - 2.4.7. Grease generated from food service providers.
 - 2.4.8. Dead animals.
 - 2.4.9. Agricultural waste, such as manure or bedding from poultry yards or stables.

- 2.4.10. Waste tires.
- 2.4.11. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
- 2.4.12. Hazardous waste, biohazardous waste, universal waste, hazardous substances, or special waste, regardless of its source, unless expressly provided for in this Agreement.
- 2.4.13. The casual or emergency collection, removal, disposal, or diversion of solid waste by the City through its officers or employees in the normal course of their employment.
- 2.5. Changes in Service. The City may direct Contractor to perform additional services or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, and alternative rate structures are included among the kinds of changes that the City may direct. Contractor will be entitled to an adjustment to the rate to reimburse its increased costs if any for providing those additional or modified services, in accordance with Section 22 of this Agreement.
- 2.6. Delegation of Authority. The administration of this Agreement shall be under the supervision of the Blythe City Manager's office, and the actions specified herein shall be taken by the City Manager or his or her designees unless otherwise stated or specified.
- 2.7. Incorporation by Reference. The Blythe Municipal Code, as it currently exists or may be amended, is hereby incorporated and made a part of this Agreement as though set forth in full herein. In the event that an amendment to the Blythe Municipal Code adopted subsequent to the effective date of this Agreement contains terms, provisions or requirements that are inconsistent with this Agreement, the parties agree to meet and confer for the purpose of resolving any issues arising from such inconsistency.
- 2.8. Ownership of Solid Waste. Except as otherwise provided in state law with respect to recyclable material, ownership and the right to possession of materials will transfer directly from the account to Contractor at the time of collection. Contractor has the right to retain, recycle, process, sell, dispose of at a lawful disposal site or reuse, and otherwise use that solid waste, green waste, or recyclable material, or any part thereof, in any lawful fashion or for any lawful purpose. Contractor has the right to retain any benefit resulting from its right to retain, recycle, process, sell, dispose of or reuse, the

solid waste, green waste, and recyclable material that it collects, including any funds received directly or indirectly from any state or local agency, such as the CalRecycle beverage container recycling payments.

3. REVENUE TO THE CITY.

- 3.1. Franchise Fees. A franchise fee of fifteen percent (15%) of the Grantee's Gross Receipts, net of the tipping fee component of Contractor's authorized rates, shall be payable by Contractor to City. For residential billing services performed by City, City shall deduct its franchise fee, net of the tipping fee component, from residential fees or receipts received by City billings each month. City shall submit a monthly detailed statement to Contractor, along with their payment, outlining residential billing activity each month.
- Environmental/Administration Fee. At the request of City, Contractor shall 3.2. invoice commercial and rolloff customers for an additional environmental/administration fee, of a type and in an amount specified and authorized by the City. Residential City the City for anv approved shall invoiced by customers he Environmental/Administrative Fees. This fee shall be included as a separate line item on all invoices. For commercial and rolloff customers, Contractor shall remit payment to the City of City Approved Environmental/Administrative Fee amounts collected on a monthly basis. The environmental or administration fee shall not affect the amount of Contractor's compensation as determined in accordance with Section 22.
- 3.3. New or Increased Fees. The City has the right to impose new fees on the provision of solid waste handling services, and to increase the amount or percentage of the franchise fee from that set forth above. In such event, Contractor shall receive an adjustment to the rates to fully compensate its increased costs, including, if applicable, a one-time rate adjustment to the rates to fully compensate it where there is any delay between the effective date of the new or increased fee and the date on which it begins to receive increased compensation from billings related to the new or increased fee.
- 3.4. Signing Bonus. Contractor shall pay the City a one-time signing bonus of \$50,000.00 (Fifty Thousand US Dollars) within thirty (30) days of the execution of this agreement.

4. TERM.

4.1. This Agreement shall be for an initial term of 12 (twelve) years commencing on February 1, 2015 and expiring on January 31, 2027. The term of this Agreement will be

automatically extended on February 1, 2027, for a renewal term of 7 (seven) years and on an annual basis thereafter the renewal term shall automatically be extended for one additional year, making the renewal term a rolling seven (7) years. Commencing with the automatic extension to occur on February 1, 2027, and each year extension thereafter, either party may give written notice to the other party of its election not to automatically extend the term. Written notice of either party's election not to automatically extend the 7 year renewal term for an additional year cannot be given on or before January 1, 2027. Upon written notice of any party's election not to automatically extend the 7 year renewal term, this Agreement will expire 7 (seven) years from February 1st of the subsequent calendar year in which notice was given.

5. RESIDENTIAL SERVICES

5.1. Solid Waste Cart Service.

- 5.1.1. Contractor shall collect solid waste/recyclable materials delivered for collection at the curbside by residential accounts not less than once each calendar week, at the rates set forth in Exhibit A. Contractor shall supply each residential account with two (2) approximately 95-gallon mixed recyclables carts. Contractor may choose to implement a two cart, source separated residential collection system upon notification to the City Manager. One black 96 gallon cart will be used for residential solid waste and one blue 96 gallon cart will be used for residential mixed recyclable materials. If contractor chooses to implement a two cart, source separated residential collection system, contractor shall also implement a public education program to coincide with the new program.
- 5.1.2. Accounts may obtain additional solid waste carts from Contractor, at the rate set forth in Exhibit A.

5.2. Solid Waste Bin and Roll-off Service.

- 5.2.1. Contractor shall provide temporary bin service and roll-off service to residential accounts that request these services. Contractor shall deliver and collect temporary bins at the direction of the account.
- 5.2.2. Contractor shall provide extra services desired by residential accounts receiving temporary roll-off service, extra pickups, relocation of containers, account-owned roll-off box hauling and disposal services, and use of compactors and vertical compactors.
- 5.2.3. Contractor will use its best efforts to deliver roll-off loads consisting of construction and demolition waste to a Diversion facility for processing.

- 5.3. Residential Service Requirements; Other Residential Services.
- 5.3.1. Collection Location. All carts will be serviced at curbside along a public street. Customers that currently receive back alley service will be transitioned into residential curbside cart service. Accounts will be responsible for placing the carts at the proper location for collection, except for residential premises receiving disabled service.
- 5.3.2. Back Alley Service Transition Plan. City and contractor recognize that residential customers currently receiving back alley service should be transitioned to weekly residential curbside service using approximately ninety-five (95) gallon wheeled carts. An outline of the Back Alley Transition Plan is located in Exhibit C of this agreement.
- 5.3.3. Record of Non-Collection. When solid waste is not collected by Contractor, a tag shall be fastened to the container, indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste, biohazardous waste, special waste, universal waste, or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, placement of yucca, palm fronds or large tree trunks or limbs into the carts, overweight carts, or the compacting of materials in such a manner that the contents of a container will not of their own weight fall out of the container when it is turned upside down. Contractor shall maintain a log containing the name and address of each account where solid waste is tagged and the date of such tagging. The log shall be maintained for inspection by representatives of the City upon request.
- 5.3.4. Missed Pick-ups. In the event that Contractor fails to provide collection service to a residential account, where the containers had been timely and properly set out for collection, Contractor will complete the collection from the residential account no later than the next business day following the notification of the missed pickup.
- 5.3.5. Holiday Tree Collection Program. Contractor may collect, transport and dispose of holiday trees which are placed at the curbside at all residential premises on the two regularly-scheduled collection days following Christmas Day. Concurrently, the Department of Fish and Game; Bureau of Land Management will also collect discarded Christmas trees left at the curbside. The trees are collected for approximately 2-3 weeks following the Holiday. A local drop off is also offered at their facility located at 17041 S. Lovekin Blvd., Blythe CA, 92225. The discarded trees are used in local lakes and in the river to help form protective habitats for the fish. This program will continue subject to the Bureau of Land Management's desire to continue providing this service. In its absence, contractor will be the exclusive collector of Christmas trees.

- 5.3.6. Bulky Items. Contractor will provide bulky items pickup service to all residential accounts up to four (4) times each year at no additional charge. Each bulky item collection shall include up to three bulky items. Items containing Chlorofluoro carbons (CFC's) shall have this gas removed by a certified technician before the contractor can collect the item. If customer desires, contractor may remove CFC's at the rate specified in Exhibit A and collect the item. Customers will provide Contractor with one (1) business day advance notice and the bulky items will be collected on the next regular collection day. Additional pickups (beyond the allotted four bulky item pick ups per calendar year) are subject to an additional service fee as outlined in Exhibit A.
- 5.3.7. Disabled Service. Upon authorization from the City, Contractor shall provide back-yard service, at no additional cost, for disabled or physically challenged residential accounts, who provide a doctor's statement certifying their disabled status and expected duration, along with a signed affidavit in a form provided by Contractor stating that no able bodied person is available at the residential premises to bring carts to the collection location.
- 5.3.8. Sharps Collection. Contractor will implement a program for the collection and safe processing of "sharps waste" generated at residential accounts, through a mail-based program. "Sharps waste" includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Contractor will develop and distribute public education materials to promote this program. Customers using the mail-based service will receive one (1) sharps container/mailing kit. Details of the mail-based service will be available through educational materials. Customers may obtain a sharps container from Contractor, at the rate set forth in Exhibit A.
- 5.3.9. Universal Waste. Contractor shall provide for collection of certain Universal Waste through a mail-in service for fluorescent tubes and compact fluorescent bulbs. Details of this service will be available through educational materials. Customers may obtain a Universal Waste container for fluorescent bulbs from Contractor, at the rate set forth in Exhibit A.
- 5.3.10. Used Battery Recycling. Contractor shall provide one (1) BatteryTracker container at agreed upon City facilities, as specified by the City, for use by residential accounts. These City facilities shall include City Hall and the Public Library. City will notify the Contractor when the container is full in order to arrange for a replacement with an empty container. The annual cost to Contractor to provide this service shall not exceed one thousand dollars (\$1000.00). Contractor, upon request, will provide City a quarterly report regarding usage of BatteryTracker containers and the amount spent to date to provide this service. If additional servicing of containers

is warranted based on customer demand, this may be provided as a changed service in accordance with Section 2.5.

- 5.3.11. Mulch Give Aways. Contractor shall provide one (1) public mulch give away event annually to be completed in conjunction with the City's Annual Community Clean Up Event. CR&R will provide two (2) forty cubic yard rolloff boxes of mulch for this annual event free of charge. Mulch shall be made available to residents of the City of Blythe only. Residents will be able to self-load the material onto their vehicles or customer provided containers. Availability will be on a first-come, first-serve basis.
- 5.3.12. Residential Greenwaste Drop Off Location. Upon written request of the City, Contractor shall provide a greenwaste drop off location for City of Blythe residents. The greenwaste drop off shall be located at the contractors yard located at 235 N. Broadway Ave., Blythe, CA 92225. Contractor may change the location of the green waste drop off location at any time with at least 30 day written notice to the City Manager. This will be a free service for City residents only. All residents must show proof of residency by providing picture identification and a recent water/refuse bill. Local landscapers and businesses may also use this green waste drop off facility at the rates identified in Exhibit A.

6. COMMERCIAL/INDUSTRIAL SERVICES

- 6.1. Solid Waste Bin Service.
- 6.1.1. Contractor shall provide permanent and temporary bin service to commercial/industrial accounts. Contractor shall collect and remove all solid waste that is placed in bins from every commercial/industrial account receiving bin service. The service frequency and volume shall be subject to negotiation and agreement between Contractor and the account. In no case shall the frequency and volume of service be less than once a week. Bins provided by Contractor shall have a volume of not less than two (2) cubic yards. In the event the parties are unable to agree, then the question or questions in dispute shall be submitted to the City Manager, who shall arbitrate the dispute and render a decision. Contractor shall deliver and collect temporary bins at the direction of the account.
- 6.1.2. Contractor shall provide other services desired by commercial/industrial accounts receiving bin service, including walk-in/push-out service where the container must be moved manually to the collection point, scout service, or use of containers with castors, hasps or locks.

- 6.2. Solid Waste Roll-off Service.
 - 6.2.1. Contractor shall provide permanent and temporary roll-off service to Commercial/industrial accounts. Contractor shall collect and remove all solid waste that is placed in roll-off boxes from every commercial/industrial premises receiving roll-off service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises. Contractor shall deliver and collect temporary roll-off boxes at the direction of the account, and shall, upon City request, notify the City prior to delivering temporary roll-off boxes placed within the public right away.
 - 6.2.2. Contractor shall provide extra services desired by commercial/industrial accounts receiving roll-off service, extra pickups, relocation of containers, trip charges where the account refuses service, account-owned roll-off box hauling and disposal services, and use of compactors and vertical compactors.
 - 6.2.3 Contractor will use its best efforts to deliver roll-off loads consisting of construction and demolition waste to a Diversion facility for processing.
 - 6.3. Solid Waste Cart Service.
 - 6.3.1. Contractor shall provide permanent cart service to commercial/industrial accounts where appropriate, based on space limitations and the amount of solid waste generated, using two (2) approximately 95-gallon solid waste carts. Contractor shall collect and remove all solid waste that is placed in carts from every commercial/industrial premises receiving cart service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises. Accounts may obtain additional solid waste carts from Contractor, at the rate set forth in Exhibit A.
 - 6.4. Recyclable Material.
 - 6.4.1. Contractor shall provide for separate collection of recyclable material from commercial/industrial accounts, using bins, roll-off boxes or carts, depending upon the account's needs.
 - 6.4.2. Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service, at a frequency required to handle the recyclable material generated but not less than once every week.

- 6.5. Commercial/Industrial Service Requirements.
- 6.5.1. Access to Containers. Contractor shall undertake all reasonable efforts to complete collection service at each commercial/industrial account in accordance with scheduled routing. If, at the time of collection at a commercial/industrial account, the container is not accessible to the collection vehicle, Contractor shall make reasonable efforts to notify the customer on-site and request that access be provided. If the account is unavailable or unable to provide prompt access to the container, Contractor shall provide pickup at a later time, but may charge an extra pickup fee, which will be charged as a special fee.
- 6.5.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a commercial/industrial account, where the container (s) had been timely and properly set out for collection, Contractor shall complete the collection from the commercial/industrial account no later than the next business day following notification of the missed pickup.
- 6.5.3. Overfilling of Containers. Where Contractor identifies instances of overfilling of containers, it will document the overfilling through the use of film or digital photography. Contractor may charge an overage fee for cleaning up the container area and placing overfilled material into the collection vehicle. In addition, Contractor will present evidence of the overfilling to the commercial/industrial account. Where such evidence was presented to the commercial/industrial account, and Contractor documents another instance of overfilling within one (1) year of such presentation, Contractor is authorized to charge an overage fee, as outlined in Exhibit A. In addition, Contractor will contact the customer to discuss the option of delivering the next larger-sized container or increase their current service levels.
- 6.5.4. Record of Non-Collection. When solid waste is not collected by Contractor, a tag shall be fastened to the container, indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste, biohazardous waste, special waste (unless arrangements for the collection of this waste have been made with the customer), universal waste, or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, the commingling of recyclable material with solid waste, placement of large

tree trunks or limbs into the container, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor shall, upon City request, provide the City Manager or his/her designee with verbal notification when contamination is observed. In addition, Contractor shall maintain a log containing the name and address of each commercial/industrial account where solid waste is tagged and the date of such tagging, a copy of which shall be provided to the City quarterly, within thirty (30) calendar days of the end of each calendar quarter. Where there have been three or more instances of non-collection at a commercial/industrial account in any six (6) month period, Contractor may charge the commercial/industrial account a contamination fee. Contractor shall, upon City request, provide the City Manager or his/her designee with verbal notification prior to charging the contamination fee.

7. STREET SWEEPING SERVICES

- 7.1.1 Street Sweeping Services Beginning within one hundred and twenty (120) days of the effective date of this agreement, and continuing until the expiration or termination of this Agreement, Contractor shall provide street sweeping services in accordance with the terms and conditions of this Agreement. Contractor has offered to provide street sweeping services as part of the standard services provided under this agreement.
- 7.1.2 Manner of Service Contractor shall provide a complete sweep of all publicly maintained City Streets. Within any curb mile, Contractor shall be responsible for sweeping all curbs of the subject streets. Contractor shall obey all laws governing the operation of the sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.
- 7.1.3 Water Contractor may obtain water from City designated facilities at no charge to Contractor for the water necessary in the street sweeping operation within City. Contractor may make arrangements to obtain water from other water purveyors within the area at Contractor's sole cost and expense. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation. To the extent possible, Contractor shall use reclaimed or recycled water.
- 7.1.4 Sweeper Speed Contractor shall operate the sweepers at an average speed of not more than nine (9) miles per hour when sweeping or when the sweeper brooms are down, unless Contractor can demonstrate that the sweeper can operate efficiently and safely at a higher speed. City will use NPDES Permits

requirements, Environmental Protection Agency information, generally accepted industry standards, and the sweeper manufacturer's recommendation on the speed of sweepers when considering speeds greater than an average of nine (9) miles per hour.

- 7.1.5 Contractor shall sweep a path, with all brooms down, with a width of not less than eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars, containers or other obstructions, the face of the curb and gutter shall always be included within the sweeper path. On those residential streets with no curb, the width of the sweeper path shall be not less than eight (8) feet measured from the painted white line along the edge of the pavement.
- 7.1.6 Street Sweeping Quality of Work The standards of performance which Contractor is obligated to meet are those good street sweeping practices which leave the serviced area in a debris and dirt free condition.
- 7.2 Frequency and Day of Service
- 7.2.1 Residential Streets Contractor shall provide street sweeping service for each curb mile of residential streets in the City twice per month on a scheduled route basis. However, in those instances where the scheduled street sweeping service day falls on a holiday, Contractor shall provide street sweeping services on the following scheduled sweeping service day.
- 7.2.2 Major Arterial Streets Contractor shall provide street sweeping service for each curb mile of major arterial streets in the City twice per month on a scheduled route basis. However, in those instances where the scheduled street sweeping service day falls on a holiday, Contractor shall provide street sweeping services on the following scheduled sweeping service day.
- 7.2.3 Downtown Area Streets Contractor shall provide street sweeping service for each curb mile of the downtown area streets in the City twice per month on a scheduled route basis. However, in those instances where the scheduled street sweeping service day falls on a holiday, Contractor shall provide street sweeping services on the following scheduled sweeping service day.
- 7.2.4 Wind Events Contractor shall not be required to sweep during high wind days. Under high wind days, Contractor shall notify the City that street sweeping services shall be provided on the following scheduled sweeping service day.
- 7.2.5 Existing Contracts with Caltrans

If applicable, City shall assign to Contractor, and Contractor shall assume, and thereafter perform, all agreements between City and Caltrans for street sweeping of all State Highways. After such assignment and assumption Contractor shall be solely responsible for performance of the required services and shall be entitled to full compensation for the provision of such services from Caltrans.

7.3 Service Requirements

- 7.3.1 Residential Streets Contractor shall provide street sweeping service on residential streets commencing no earlier than 5:00 a.m. and terminating no later than 7:00 p.m., Monday through Friday with no service on Saturday or Sunday. The hours, days, or both, of service may be extended due to extraordinary circumstances or conditions with the prior verbal consent of the City Representative. Sweeping in residential areas shall be coordinated with collection services to ensure that sweeping occurs after collection of all Carts has been completed on a specific street.
- 7.3.2 Major Arterial Streets Contractor shall provide street sweeping service on major arterial streets commencing no earlier than 8:00 p.m. and terminating no later than 8:00 a.m., Monday through Friday with no service on Saturday or Sunday. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior verbal consent of the City Representative.
- 7.3.3 Downtown Area Streets Contractor shall provide street sweeping service on downtown area streets commencing no earlier than 10:00 p.m. and terminating no later than 8:00 a.m., Monday through Friday with no service on Saturday or Sunday. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior verbal consent of the City Representative.
- 7.3.4 Street Changes City and Contractor acknowledge that during the term of this Agreement it may be necessary or desirable to temporarily add or delete City streets for which Contractor will provide street sweeping service. City will provide notification of changes to Contractor. Conditions which may cause the City Representative to order a street or an area to be bypassed temporarily include the following:
 - Construction or development on or along a street.
 - Pavement maintenance activities, including the chip seal program or the slurry seal program.
 - Inclement weather when running water is in the gutter or street such that sweeping is ineffective.

- Special sweeping on alternative schedule.
- Consistent non-compliance of citizens to remove parked cars during sweep days.
- Other legitimate reasons that make sweeping impractical as determined by the City Representative.
- 7.3.5 Street Additions As new streets are constructed and accepted by City, City may, at City's sole option, designate such streets as part of the service area for the purposes of street sweeping service. If the City Representative designates such streets as part of the service area (after final cap has been laid down) Contractor shall provide street sweeping service on such streets under the terms and conditions of this Agreement within fifteen (15) Work Days of receipt of notice from the City Representative to begin service.
- 7.3.6 Street Deletions City may require some City streets to be temporarily or permanently removed from the list of scheduled streets for which Contractor provides street sweeping service under this Agreement. Contractor shall immediately cease providing street sweeping service to any City street upon receipt of notice from the City Representative to stop such service. When a City street has been temporarily removed from the list of scheduled streets, Contractor shall resume street sweeping service on such street in the next regularly scheduled cycle following notification from the City Representative that normal street conditions exist in order to resume service.
- 7.3.7 Revised Maps Contractor shall revise the street sweeping service route maps to show the addition or deletion of City streets as provided above and shall provide such revised maps to the City Representative as requested. The maps shall be provided in a format that can be posted to the City website.
- 7.3.8 Temporary Changes in Sweeping Schedule The City Representative shall notify Contractor in writing of the temporary suspension of service at least one day prior to the scheduled sweep, except that in the case where the reason for not performing service is because of inclement weather, the City Representative may notify Contractor at any time.
- 7.3.9 Parking Restrictions The City shall also notify Contractor of any streets when permit parking may impact scheduled street sweeping service. Contractor may be required to adjust sweeping schedule to sweep prior to the parking permit hours restrictions.
- 7.3.10 Hazardous Waste Contractor shall not be required to remove any Hazardous Waste from the street surface. If in the course of performing street

sweeping services, any suspected Hazardous Wastes are encountered, Contractor shall immediately report the location to the Blythe Fire Department or any other responsible agency and to the City Representative.

7.3.11 Disposal of Sweeper Waste - Contractor shall transport and deliver all sweeper waste and debris collected as a result of performing street sweeping services to a legally approved disposal site. Contractor shall have the sole responsibility for consolidating, transporting and disposing of Street Sweeper debris.

7.3.12 Spillage - During hauling, all sweeper waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the sweep waste can be prevented to the greatest extent possible.

7.3.13 Street Sweeping Service Routes - Within five (5) days of the Effective Date of this Agreement, City shall provide Contractor with a street sweeping database for use in developing routes and maps. Contractor shall develop the routes and maps using this data. Within thirty (30) days of receiving City provided route maps, Contractor shall submit to the City Representative, service area maps, precisely defining the sweeper routes for review by the City Representative. The route maps shall include the days of the month sweeping shall occur, the portions of the City to be swept, and any special needs such as early starts and late finishes. The City Representative may provide written comments on the preliminary maps to Contractor no later than five (5) work days after receipt of the maps from Contractor. Contractor shall revise the maps to reflect such comments and return them to the City Representative within ten (10) work days after receipt of the City Representative's comments for City corroboration. Upon approval by the City Representative of the final sweeper route maps, Contractor shall develop and maintain the sweeping routes on a computerized mapping system. Street sweeping maps provided to the City shall be in a format that is suitable for posting to the City website.

7.3.14 Addition or Deletion of City Streets - Changes in maps due to addition and deletion of certain City streets shall be provided by City and Contractor shall update the maps in Contractor's system as needed. Such changes shall also be reflected in Contractor's printed route maps.

7.3.15 Service Route Changes - Contractor shall submit to the City Representative, in writing, any proposed route change (including maps thereof) not less than thirty (30) calendar days prior to the proposed date of implementation. The City Representative may provide written comments to Contractor on such proposed change no later than ten (10) Work Days after

receipt of the proposal from Contractor and Contractor shall revise the routes to reflect such comments and return them to the City Representative within ten (10) Work Days of receipt of such comments, for City review. Contractor shall not implement any route changes without the prior approval of the City Representative.

7.3.16 Other City Street Sweeping Service - If during the Term of this Agreement, circumstances exist which require work associated with the street sweeping service program that are not specifically provided for in this Agreement, the City Representative may require Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the City Representative and charged as specified in the approved rate exhibit. Examples of OAW that Contractor may be required to perform include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, construction clean up services caused by the City or private contractors, City requested clean-up services and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

8. CITY FACILITES AND SERVICES.

- 8.1. Contractor will provide regular solid waste and recyclable material collection services at designated facilities at no charge to the City. Additional services for special projects are not covered by this Section and will be negotiated in good faith by contractor and City. Regularly serviced locations and required service levels are described in Exhibit B hereto. In addition, upon City request, Contractor will perform an annual waste audit of each designated City facility, and implement a comprehensive waste diversion program at no additional cost. Additional services at City facilities, whether requested by the City or recommended in connection with the waste audit, will be provided as a changed service in accordance with Section 2.5.
- 8.2. Annual Community Cleanup. Contractor shall provide, one (1) time per calendar year, up to ten (10) roll-off boxes, delivered to a location determined by the City, for collection of solid waste, recyclables, bulky-items and e-waste. This event shall take place on a selected Saturday agreed upon by the City and Contractor, and shall occur between the hours of 8:00 a.m. and 1:00 p.m. The City shall request to have disposal costs waived by Riverside County. Contractor shall deliver roll-off containers to the agreed upon collection location and shall cooperate with the City to remove containers and dispose of collected solid waste at the end of the event. Proof of residency and a picture identification will be required by each resident using this service.

8.3. Emergency Service. Contractor will assist the City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers normally assigned to City. Contractor may charge City for actual disposal costs, plus service rates in accordance with Exhibit A.

8.4. Illegal Dumping.

- 8.4.1. Contractor shall arrange to remove and dispose of illegally dumped materials within 20 feet of the public right of way in the City. Requests for this service will be will be completed within two (2) business days from its observation of the illegally dumped material or a request for removal from the City, as the case may be. Contractor shall provide an accounting of the cost of providing this service annually to the City, and Contractor may request an adjustment in rates to reimburse it for a substantial increase in costs to provide this service under Section 22.7.3.
- 8.4.2. Abandoned vehicles and objects or appliances larger than conventional household furniture or appliances as well as hazardous, special, and biohazardous wastes are exempt from the above requirements, provided, however, that of these exempted items noted within the public right of way are to be immediately reported to the City.
- 8.5. Large Venue Recycling. Contractor agrees to carry out all requirements of Public Resources Code Sections 42648 through 42648.7 (AB 2176) applicable to a solid waste enterprise, and to cooperate with the City to facilitate compliance with these provisions by large event operators.
- 8.6. Climate Change. Contractor will assist the City in monitoring the development of regulatory programs to implement state climate change legislation (AB 32), and in developing programs and tracking mechanisms as required for compliance at the request of the City, as a change in service under Section 2.5.

9. CUSTOMER SERVICE; COMPLAINTS.

- 9.1. Office Hours. Contractors shall maintain a customer service office with assigned personnel accessible by a local phone number or a toll-free number to receive customer requests directed to City. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m. Monday-Friday.
- 9.2. Emergency Telephone Number. Contractor shall maintain an emergency telephone number, for use by City personnel only, outside office hours identified

- in Section 9.1. Contractor shall provide the City Manager with an emergency number upon execution of this agreement. In addition, customers may leave a message after hours in order to have a contractor representative respond within the next business day.
- 9.3. Service Complaints. All customer complaints shall be directed or referred to Contractor. During office hours, Contractor shall maintain a complaint service and a telephone answering system. Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log. Any such calls received via Contractor's answering service shall be recorded in the service complaint log the following working day. A copy of the service complaint log for each calendar quarter shall be submitted to the City, within thirty (30) calendar days of the end of the calendar quarter.
- 9.4. Customer Service Standards. Contractor shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. Contractor shall record all calls including any inquiries, service requests and complaints into the service complaint log.
- 9.5. Resolution of Disputed Customer Complaints. Contractor shall, upon customer request, notify customers of the following complaint resolution procedure at the time new customers apply for or are provided service. Procedures for resolution of disputed claims shall be as follows:
 - 9.5.1. A customer dissatisfied with Contractor's decision regarding a complaint may ask the City to review the complaint. To obtain this review, the customer may request City review within thirty (30) calendar days of receipt of Contractor's response to the complaint, or within forty-five (45) calendar days of submitting the complaint to the Contractor, if the Contractor has failed to respond to the complaint. The City may extend the time to request its review for good cause.
 - 9.5.2. Before reviewing the complaint, the City Manager shall refer it to the Contractor. If the Contractor fails to cure the complaint within ten (10) calendar days, the City Manager shall review the customer's complaint and determine if further action is warranted. The City Manager may request written statements from the Contractor and customer, and/or oral presentations.
 - 9.5.3. The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy

under this Section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Agreement or a penalty of up to one hundred dollars (\$100.00) for any single event in addition to any actual damages.

9.5.4. The City Manager may delegate these duties to a designee.

10. EDUCATION AND PUBLIC AWARENESS.

- 10.1. General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939 requirements. Accordingly upon the City's written request, Contractor shall meet with the City Manager or his/her designee to develop or update a public education and information program plans for review and approval by the City Manager. This plan will serve to explain program offerings, maximize participation in the recycling effort, assist in the City's overall sustainability efforts, and to provide information on other matters such as holiday collection schedules, the availability of bulky items and sharps collection, temporary collection services and other special collection services, as well as procedures for complaints and service requests. Contractor shall also provide a website specific to the City providing the above information. The direct costs of implementing the program shall be borne by Contractor.
- 10.2. Waste Generation/Characterization Studies. Contractor acknowledges that the City may be required periodically to perform solid waste generation and disposal characterization studies to comply with AB 939 or other waste diversion requirements. Contractor agrees to participate in, and to cooperate with the City and its agents in the preparation of these studies at no additional cost to the City.

11. OPERATIONS.

11.1. Collections.

11.1.1. Collection of solid waste and recyclable material from residential premises will occur on Monday through Friday. Collection from commercial/industrial premises may occur on Monday through Saturday. Residential collection shall not begin prior to 5:00 a.m., and commercial/industrial collection will not begin prior to 4:00 a.m. where the commercial/industrial premises are within five hundred (500) feet of

an occupied residential premises. Carts used for residential service shall be collected on the same collection service day. Where the normal collection day falls on a holiday, collection service shall be provided on the next business day following the holiday, ending with Saturday of that week. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

- 11.1.2. Revised Routing Plan. Contractor may submit a revised routing plan, and may implement the revised routing plan upon approval by the City Manager or his/her designee. Following approval of the revised routing plan but prior to implementation, Contractor shall provide notification to all affected accounts, through written notices, electronic notices, telephone messages or otherwise. In addition, for the first two (2) weeks following implementation of a revised routing plan, Contractor shall provide for special collection at all accounts setting out containers in accordance with the prior collection schedule, at no additional cost.
- 11.1.3. Right of Entry. Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing solid waste handling services in accordance with this Agreement.

11.2. Vehicles.

- 11.2.1. General. Contractor must provide collection vehicles sufficient in number and capacity to efficiently perform the services required by this Agreement. Contractor must have available on collection days at least one (1) auxiliary vehicle to respond to any and all complaints and emergencies.
- 11.2.2. Vehicle Specifications. All collection vehicles conform to the highest industry standards and shall be maintained in a clean and efficient condition. The California Highway Patrol shall inspect all collection vehicles annually. All certificates issued in the course of such inspections may, upon written City request, be submitted to the City Manager following the execution of this Agreement and upon each anniversary date during the term of this Agreement. All vehicles and containers used to perform this Agreement shall be kept clean and in good appearance, in good repair and will be uniformly be painted.
- 11.2.3. Vehicle Indentification. Contractor's name, local telephone number, and a unique vehicle identification number selected by Contractor

must be prominently displayed on all vehicles, in letters and numbers no less than three inches high.

- 11.2.4. Vehicle Maintenance. Contractor must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly. Contractor must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.
- 11.2.5. City Inspection. The City Manager may order the removal of any vehicle from service within the City if such vehicle is found to be in nonconformance with the requirements of this Section 11.2. Any vehicle removed from service will not be placed back into service without the approval of the City Manager.
- 11.2.6. Vehicle Operation.
- 11.2.6.1. Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.
- 11.2.6.2. Solid waste shall be covered at all times except when being loaded or unloaded or when a vehicle is moving along the collection route.
- 11.2.7. Minimization of Spills. Contractor must use due care to prevent solid waste or fluids from leaking or being spilled or scattered during the collection or transportation process. If any solid waste or fluids leak, or are spilled during collection, Contractor must promptly clean up those materials to the satisfaction of the City. Each collection vehicle must carry a broom and shovel at all times for this purpose. Contractor shall promptly provide the City Manager or his/her designee with verbal notification whenever a spill occurs.

11.3. Containers.

- 11.3.1. Container Ownership. All containers provided by Contractor under this Agreement shall remain the property of Contractor at all times.
- 11.3.2. Cart Specifications. Contractor shall utilize carts for collection of solid waste, and recyclable material designed and manufactured in

accordance with standard industry specifications. The design of any new carts proposed to be placed into service must be approved by the City Manager.

- 11.3.3. Cart Maintenance and Replacement Responsibilities. Contractor is responsible for cart repair and maintenance, graffiti removal (within five (5) business days), and replacing lost, stolen or damaged carts within seven (7) business days from receipt of a request at no additional charge. Contractor may charge the account for repairing or replacing a cart if the damage is due to loss, negligence or abuse by the account. In no event may this charge be greater than Contractor's actual cost for replacement parts or a new cart and delivery. Each customer is entitled to one replacement of the solid waste & recyclable materials carts during the term of this Agreement, without charge, upon request. In addition, Contractor will conduct an annual review of the overall condition of carts in use in the City, and provide replacement carts as needed to assure that all carts in use are serviceable and have a good appearance.
- 11.3.4. Bin Specifications. Contractor will provide bin containers for collection of solid waste, and for the collection of recyclable material, as appropriate for individual residential, industrial or commercial accounts. Contractor must maintain its bins in a clean and sound condition, free from putrescible residue. Repairs or graffiti removal requested by an account must be completed within five (5) business days of Contractor's receipt of the request.
- 11.3.5. Bin Maintenance and Replacement Responsibilities. Contractor may charge the account a fee for repairing or replacing a bin if the damage is due to loss, negligence or abuse by the account, or for cleaning of a bin.
- 11.3.6. Roll-off Boxes Specifications. Contractor will provide clean roll-off boxes, free from graffiti. Contractor must properly cover all open roll-off boxes during transport to the disposal site.

11.4. Personnel

11.4.1. Contractor must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by California Department of Motor Vehicles. Contractor shall utilize a verification

process to assure that all employees are legally entitled to work and reside in the United States.

- 11.4.2. Contractor must establish and vigorously enforce an educational program to train Contractor's employees in the identification of hazardous waste. Contractor's employees must not knowingly place any hazardous waste in the collection vehicles, nor knowingly dispose of any hazardous waste at a processing facility or disposal site.
- 11.4.3. Contractor must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all work quietly. Contractor must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner.
- 11.4.4. Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or state law.
- 11.4.5. Contractor shall not, nor shall it permit any officer, agent, or employee employed by it to, request, solicit, demand, or accept, either directly or indirectly, any gratuity for services required under this Agreement.

12. TRANSPORATION OF SOLID WASTE

12.1 Contractor shall transport all solid waste collected to a permitted transfer station, materials recovery facility or disposal site. Contractor shall be responsible for payment of all disposal and processing fees or charges. Contractor will use reasonable efforts to divert recyclable material from landfill disposal.

13. REPORTING

- 13.1. Contractor shall provide annual reporting as outlined in this Section. However, the City Manager reserves the right to request additional information as necessary to meet AB 939and AB 341 reporting requirements. All information included in the reports shall be provided according to the source of generation.
- 13.2. Annual Reports. The Contractor shall submit annual reports no later than March 31st of each contract year. The annual reports shall include the following:

Collection information. The quantity of solid waste collected by month. The quantities of solid waste, and recyclable material collected shall be reported in terms of tonnage (or cubic yards if tonnage information is not available). Contractor shall clearly specify any assumptions made in reporting of quantities.

Service performance. A summary of the type, number and disposition of complaints received during the previous calendar year. A copy of the customer complaint log may, upon City's request, be submitted with the report not later than fifteen days after the close of the reporting period.

Program implementation. Summarize the problems or barriers to implementation of services for the quarter. The report shall address how the problems and barriers were overcome or the proposed resolutions and schedule for correcting the problem.

Revenue Statement. A Revenue Statement, setting forth quarterly franchise fees and administrative fees, and the basis for the calculation thereof, certified by an officer of the company.

Contractor's Officers. The contractor shall include a list of contractor's officers and members of its Board of Directors.

13.3. Litigation information. The Contractor shall submit a summary of the current status of any pending criminal or civil litigation that may have a material effect on the Contractor's ability to perform its obligations under this Agreement.

14. SOLID WASTE MANAGEMENT PLAN; DIVERSION RATE

14.1.1. The parties acknowledge and agree that the Act requires the City to develop and implement a solid waste management plan that includes, among other components, a Source Reduction and Recycling Element ("SRRE") and a Household Hazardous Waste Element ("HHWE"). The City is required to provide Contractor with a copy of the SRRE and HHWE.

14.1.2 Contractor shall comply with Public Resources Code Section 41780 (diversion rate) with respect to material collected pursuant to this Agreement. In determining compliance with Section 41780, the City and Contractor agree to cooperate in good faith to develop representative per capita disposal calculations based on population, level of industry

employment, or a combination of both (e.g. hotels, assisted living facilities), as appropriate. Contractor shall provide documentation to the City within ninety (90) calendar days of the end of each calendar year stating and supporting that calendar year's diversion rate.

14.1.3. If Contractor fails to comply with Public Resources Code Section 41780, Contractor must submit a plan for compliance, through implementation of applicable portions of City's SRRE, within sixty (60) calendar days of the end of the calendar year. Contractor's plan is subject to approval by the City Manager, and to be approved must constitute a good faith plan to implement applicable portions of City's SRRE and be reasonably likely to achieve compliance with Section 41780.

14.1.4. In the event that the State of California alters the requirements of Public Resources Code Section 41780, the City may impose new or additional recycling requirements in accordance with the City's SRRE. Contractor is entitled to a rate adjustment for costs associated with these new or additional recycling requirements as a change in service in accordance with Section 2.5.

15. INSURANCE; PERFORMANCE BOND.

15.1. Liability Insurance.

15.1.1. Contractor agrees to obtain and keep in force during the term of this Agreement, Commercial General Liability issued by a company to be approved by the City Attorney in an amount of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including contractual liability, which may occur as a result of wrongful or negligent acts by Contractor; and Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 each accident bodily injury and property damage liability and shall include coverage for owned, hired, and non-owned automobiles. Said policy or policies shall contain an endorsement providing that the City, its elected and appointed officials, officers, agents and employees are additional insured's with respect to the subject matter and performance of this Agreement.

- 15.1.2. Copies of the policies or endorsements evidencing the above-required insurance coverage shall be filed with the City. All of the following endorsements are required to be made a part of the insurance policies required by this Section:
- 1) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."
- 2) "This insurance shall act for each insured, as though a separate policy has been written for each. This, however, shall not act to increase the limit of liability of the insuring company."
- 3) "Contractor shall cause its insurance carrier(s) to furnish City by direct mail with certificate(s) of insurance showing that such insurance is in full force and effect, and City is named as additional insured with respect to this Franchise and the obligations of Franchise hereunder. Contractor shall provide written notice to the City, by certified mail, return receipt requested, thirty (30) days before any policies required under this agreement are canceled, reduced in scope of coverage, or not renewed, except ten (10) days in the event of cancellation for non-payment of premium. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this Franchise shall terminate forthwith, unless City receives prior to such effective date another certificate from an insurance carrier that the insurance required herein is in full force and effect."
- 15.1.3. The limits of such insurance coverage, and companies, shall be subject to review by the City Manager every year and may be modified at that time by the City upon a demonstration of reasonable need, as a change in service in accordance with Section 2.5.
- 15.2. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement worker's compensation insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the City. Contractor shall provide written notice to the City, by certified mail, return receipt requested, thirty (30) days before any policies required under this agreement are canceled, reduced in scope of coverage, or not renewed, except ten (10) days in the event of cancellation for non-payment of premium. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, or agents for losses which arise from work performed by Contractor for the City under this Agreement.

15.3. Faithful Performance Bond. Within ten (10) business days following the effective date of this Agreement, Contractor shall furnish to City and shall file with the City a surety bond executed by Contractor as principal and by a corporate surety as surety, in the sum of \$50,000, conditioned upon the faithful performance by Contractor. Such Performance Bond shall be maintained in effect throughout the period during which collection services are to be provided pursuant to this agreement.

16. INDEMNIFICATION.

16.1. General Liability. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents and employees (the "Indemnitees"), for and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Contractor in performing the obligations required by this Agreement, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or arising or resulting from the failure of Contractor to comply with applicable law, except to the extent of the active negligence, willful misconduct, or violation of applicable law by the Indemnitees. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officers, employees, and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section 16.1 shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.

16.2. CERCLA Liability.

16.2.1. Contractor shall indemnify, defend and hold harmless the Indemnitees for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, cause of action, interest and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against the Indemnitees arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), the California Health and Safety Code ("H&S Code") or other similar federal, state or local law or regulations, with respect to Contractor's collection, handling, or transportation of solid waste collected by Contractor from accounts pursuant to this Agreement. The indemnity contained in this Section 16.2 is intended to operate as an agreement of Contractor pursuant to Section 107(e) of CERCLA and the H&S Code Section 25364 to defend, protect, hold harmless and indemnify

the Indemnitees. Subject to the scope of this indemnification and upon demand of any of the Indemnitees, Contractor shall appear in and defend the Indemnitees in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section 16.2 shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.

- 16.2.2. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any affiliate of Contractor. However, the foregoing indemnity shall not apply to the extent any claims arise or result from the sole or active negligence, willful misconduct, or violation of applicable law by any Indemnitee.
- 16.3. AB 939 Liability. Subject to the requirements of Public Resources Code §40059.1, Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of the California Department of Resources Recovery and Recycling against the City for failure to meet waste diversion requirements under AB939. The obligation of Contractor to indemnify, protect and defend the City shall include paying all reasonable legal fees and costs incurred by legal counsel designated by the City to represent the City in connection with any such administrative proceedings or litigation by the Board.
- 16.4. Road Surface Damage. Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from and directly attributable to the illegally excessive weight of vehicles providing solid waste collection or the improper placement and removal of containers on public or private property, but shall not be responsible for normal wear and tear.

17. BREACH; TERMINATION

17.1. The occurrence of any of the following circumstances shall be a material breach of the Agreement: (1) information submitted to City by Contractor at the time of contract award or during the term of the contract is determined to be false or fraudulent; (2) Contractor becomes bankrupt or otherwise insolvent; (3) Contractor makes an assignment of this contract for benefit of creditors'; (4) a receiver or other officer is allowed to be placed in charge of Contractor's office or equipment and is not caused to be removed within ten (10) business days; (5) Contractor incurs a substantial number of recurring complaints, as determined by the City Manager, as to Contractor's service due to Contractor's failure to perform as herein provided; or (6) Contractor fails to correct any other deficiency

in Contractor's performance of this Agreement within thirty (30) calendar days after notice in writing by the City Manager to do so. City may terminate this contract on the basis of any of the foregoing material breaches, subject to the Contractor's rights, upon written request, to appeal a determination to terminate as provided in Section 19 of this Agreement. In the event of such termination, Contractor and its sureties shall be jointly and severably liable to the City for any damages, expenses or losses sustained by the City in the performance of Contractor's obligations hereunder, in the collection of refuse within the City, for the readvertising or letting of another contract therefore, and for the difference, if any, between the contract price as provided by this contract and the amount which City is obligated to pay under the new contract, including, but not limited to all reasonable costs and attorney's fees incurred by the City in the termination of this contract and the negotiation of a new contract provided further, however that the extent of the sureties' liability shall be limited to the amount of the faithful performance bond.

18. PROFESSIONAL MISCONDUCT; CITY RIGHT TO PROVIDE SERVICE.

- 18.1. In the event that any official, employee, or contractor for Contractor is indicted by a grand jury, named as a defendant in a felony complaint filed in any court in the United States, or is otherwise alleged to have participated in any criminal activity directly or indirectly associated with the performance of solid waste handling services under this Agreement, Contractor or its successor-in-interest shall provide written notice thereof to the City within fourteen (14) calendar days of such indictment, complaint or allegation. Such notice shall contain a description of the indictment, complaint or allegation, as well as a copy of such indictment or complaint or other matters of public record related thereto.
- 18.2. In the event that any official, employee, or contractor of Contractor, who has any responsibility for any aspect of the performance of solid waste handling services under this Agreement, is convicted, indicted by a grand jury, or named as a defendant in a felony complaint, this person shall, upon request of the City be immediately removed from any assignment whatsoever, directly associated with the performance of solid waste handling services under this Agreement during the pendency of trial and/or following conviction.
- 18.3. City's Right to Perform Service.
- 18.3.1. In addition to, but not in lieu of, any other rights or remedies City might have under this Agreement, at law or in equity, in the event that the Contractor, for any reason whatsoever, fails, refuses or is unable to collect, recycle, process, transport or dispose of any or all solid waste that it is required by this Agreement,

at the time and in the manner provided in this Agreement, for a period of more than seventy-two (72) hours, and if, as a result thereof, solid waste should accumulate in the City to such an extent, in such a manner, or for such a time that the City should find that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon notice to Contractor during the period of such emergency as determined by the City, as hereinafter set forth, (1) to perform, or cause to be performed, such services itself with its own or other personnel; or (2) to take possession of any or all of Contractor's equipment and other property used or useful in the collection and transportation of solid waste, and to use such property to collect and transport any solid waste generated within the City which Contractor would otherwise be obligated to collect, transport and properly dispose of or process pursuant to this Agreement.

- 18.3.2. Notice of Contractor's failure, refusal or neglect to collect, transport and properly dispose of or process solid waste may be given orally by telephone to Contractor and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.
- 18.3.3. Contractor will, if the City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.
- 18.3.4. The City may immediately engage all or any personnel necessary or useful for the collection and transportation of solid waste, including, if the City so desires, employees previously or then employed by the Company.
- 18.3.5. The City agrees that it assumes complete responsibility for the proper and normal use of Contractor's equipment and property while in its possession.
- 18.3.6. If the interruption or discontinuance in service is caused by any of the reasons listed in Section 20, the City shall pay to Contractor the reasonable rental value of the equipment and property, possession of which is taken by the City, for the period of the City's possession.
- 19. ADMINISTRATIVE REMEDIES; IMPOSITION OF DAMAGES; TERMINATION.
 - 19.1. Notice; Response; Resolution; Appeal.

19.1.1. Notice of Deficiencies; Response. If City's Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the City Manager will advise Contractor in writing of such specific deficiencies, outlining the deficiency in question. The City Manager, in any written notification of deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall correct any deficiencies it agrees have occurred and in any event shall respond to the written notification of deficiencies no later than forty-five (45) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time. Contractor's failure to respond within forty-five (45) days shall be deemed an admission of the deficiencies identified in the notice and a refusal to correct.

19.2. Review by City Manager; Notice of Appeal.

19.2.1. The City Manager shall review any written response from Contractor and decide the matter or refer to the matter directly to the City Council for an administrative hearing as provided herein. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Performance Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the decision is adverse to Contractor, The City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken and ordered. An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

19.2.2. In any "Notice of Appeal," Contractor shall state its factual contentions and include all relevant affidavits, documents, photographs

and video recordings which Contractor desires to have considered by City. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

- 19.3. City Council Hearing. If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. The City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:
 - 1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;
 - 2. Contractor's response to the Notification of Deficiencies;
 - 3. Contractor's Notice of Appeal to the City Manager;
 - 4. The City Manager's written notification to Contractor of adverse decision; and
 - 5. Contractor's Notice of Appeal to the City Council.

No new legal issues may be raised, nor may new evidence be submitted by Contractor at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

19.4. City Council Determination. Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. If, based upon the administrative record, the City Council determines that Contractor is in breach of any term of this Agreement, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor's performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive.

With the exception of draws on the Performance Bond, the execution of City's remedies shall be stayed until Contractor has exhausted its appeals under Section 17 and Section 19 of this Agreement.

20. EXCEPTION FROM PERFORMANCE; FORCE MAJEURE.

- 20.1. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party shall be excused from performance hereunder during the period of such disability.
- 20.2. The party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause and when such cause has terminated.
- 20.3. The interruption or discontinuance of services by a party caused by circumstances outside of its control shall not constitute a default under this Agreement.

21. ASSIGNMENT.

- 21.1. Contractor's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, whose consent shall not be unreasonably withheld.
- 21.2. If Contractor requests that the City consider and consent to an assignment, Contractor shall meet the following requirements:
 - 21.2.1. Contractor shall pay the City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such transfer.
 - 21.2.2. Contractor shall furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

21.2.3. Contractor shall furnish the City with satisfactory proof: (i) that the proposed assignee has at least five (5) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws. Contractor shall supply the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste; (v) of comparable financial strength; (vi) of required insurance and bonds; and (vii) of other material as may be requested by the City.

22. CUSTOMER BILLING AND PAYMENT; SERVICE RATES.

- 22.1. Residential Cart Services. For and on behalf of the Contractor, City shall provide all billing and collection services for residential premises only. Each customer shall be billed monthly by the City concurrent with the City billings for water and sewer services. The form of the bill shall be as determined by the City. City shall bill residential accounts monthly in arrears for solid waste handling services at the rates set forth in Exhibit A, as adjusted, and for special fees and service fees where the rate can be determined in advance. City shall submit a monthly detailed statement to Contractor, along with the payment, outlining residential billing activity each month.
- 22.2. Commercial/Industrial Services. Contractor shall, within 120 days of the execution of this agreement, bill commercial accounts monthly in advance for solid waste handling services at the rates set forth in Exhibit A, as adjusted, and for special fees and service fees where the rate can be determined in advance. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue thirty (30) calendar days from invoice. Contractor shall, within 120 days of the execution of this agreement, bill industrial accounts monthly in arrears for solid waste handling services at the rates set forth in Exhibit A, as adjusted, and for special fees and service fees. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue thirty (30) calendar days from invoice.

22.3. Temporary Services; Special Services. Contractor shall bill residential accounts and commercial/industrial accounts monthly in arrears for temporary services and for special fees and service fees where the rate cannot be determined in advance. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue thirty (30) calendar days from invoice. Contractor may use payment by credit card for temporary services.

22.4. Account Delinquency.

- 22.4.1. If payment is not received within thirty (30) calendar days from the date of the invoice, Contractor may terminate collection service at the delinquent account until payment in full has been received, including payment of the late fees (a 1.5% monthly late fee on the delinquent balance) in addition to applicable re-activation fees.
- 22.4.2. Upon the request of either party, the parties agree to meet from time to time to review procedures for collection of delinquencies, collection procedures used by the City for residential billings, the success of collection either parties collection efforts and additional programs to enhance collections, reduce bad debt and verify billing accuracy.
- 22.5. Service and Rate Disputes. Any disputes between Contractor and an account regarding the provision of services, including the size and location of containers, frequency of collections, or the amount of any special fees charged by Contractor, will be referred to the City Manager for determination. Thereafter, either Contractor or the account may appeal the City Manager's determination to the City Council, whose decision shall be final.
- 22.6. Refunds. Contractor shall refund to each customer, on a pro rata basis, any advance service payments made by such customer for service not provided when service is discontinued by notification to Contractor by the customer.

22.7. Rate Adjustments.

22.7.1. Annual Adjustment. Commencing on the effective date of this agreement, Contractor shall provide services for an amount not to exceed the rates set forth in Exhibit A. Beginning July 1, 2015 and on each July 1st thereafter, all rates set forth in Exhibit A, including all ancillary fees and charges, shall be adjusted as set forth below. All requests for rate adjustments shall be submitted by Contractor to the City Manager or his/her designee by or before March 1st of each year beginning with March 1, 2015. The City Manager or his/her designee shall review the information submitted by Contractor for completeness and accuracy, and

the parties agree to negotiate in good faith regarding any dispute. The City Council shall approve all rate adjustments, commencing with the July 1, 2015 adjustment.

- 22.7.2. Rate Adjustments for July 1, 2015 and Succeeding Years methodology set forth below. Effective July 1, 2015 and each July 1 thereafter, all rates set forth in Exhibit A, including all ancillary fees and charges, as adjusted, shall be further adjusted in accordance with the methodology set forth below.
 - 22.7.2.1. Service Component. The Service Component comprises eighty percent (80%) of the rate. The Service Component will be adjusted by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles/Riverside/Orange County metropolitan area, All Items, Base Period 1982-84=100, as published by the United States Department of Labor, Bureau of Labor Statistics, for the January to December period immediately preceding the effective date of the rate adjustment.
 - 22.7.2.2. Disposal/Waste Processing Component. The Disposal/Waste Processing Component comprises twenty percent (20%) of the rate. The Disposal Waste Processing Component will be adjusted by the greater of:
 - The percentage increase in the CPI for the January to December period immediately preceding the effective date of the rate adjustment; (OR)
 - The percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County for the January to December period immediately preceding the effective date of the rate adjustment.
- 22.7.2.3. Adjustment to Weighting. Contractor may from time to time submit to the City Manager, but not more than once each calendar year, a proposed revised weighting between the service component and the disposal/waste processing component, along with supporting documentation. Upon review by the City Manager or his/her designee of the accuracy of the documentation, the revised weighting will be utilized for any future annual rate adjustments under this Section 22.7.2.

- 22.7.2.4. Adjustments to Ancillary or Other Fees. All Ancillary or Other Fees outlined in Exhibit A that do not have a disposal/waste processing component shall be adjusted on an annual basis each July 1st by applying 100% of the percentage increase in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles/Riverside/Orange County Metropolitan Area, All Items, Base Period 1982-84= 100, as published by the United States Department of Labor, Bureau of Labor Statistics, for the January to December period immediately preceding the effective date of the rate adjustment.
- 22.7.3. Extraordinary Adjustment. Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, but not more than once in any twelve (12) month period. Unusual increased costs may include changes in service mandated by the City, changes to the Blythe Municipal Code affecting Contractor's operations, changes in the cost of disposal or processing of solid waste (at a facility not owned or operated by Contractor or an affiliate) to the extent not provided for in Section 22.7.2.2., changes in state or local government solid waste fees and charges, changes in the law, rate adjustments imposed by any transfer facility utilized by Contractor (not owned or operated by Contractor or an affiliate) in excess of the CPI, or changes in fuel prices in excess of the CPI, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, amounts reimbursed by insurance companies, or rebates of any type. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within thirty (30) calendar days of receipt of Contractor's request. Notwithstanding the above, a requested adjustment may not be denied when arising from the changes in service mandated by the City, changes to the Blythe Municipal Code affecting Contractor's operations, changes in fuel in excess of the CPI, changes in Law or changes in state or local government solid waste fees and charges.

23. OTHER AGREEMENTS OF THE PARTIES.

23.1. Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City, nor as a partner of or joint venturer with the City. No employee or agent of Contractor shall be deemed to be

an employee or agent of the City. Except as otherwise expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing those services. Contractor is solely responsible for the acts and omissions of its officers, employees, subsidiaries, subcontractors, affiliates and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.

- 23.2. Compliance with Law. In providing the services required under this Agreement, Contractor must, at its sole cost, comply with all applicable laws and regulations promulgated by federal, state, regional or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement. Among other things, Contractor is required to obtain and maintain a City business license. In connection with this Agreement, the City must, at its sole cost, comply with all applicable laws and regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement.
- 23.3. Privacy. Contractor shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents of a customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by the Act. In addition, Contractor shall not market, sell, convey or donate to any person any list with the name or address of customers except that Contractor may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Agreement. The rights accorded customers pursuant to this Section shall be in addition to any other privacy right accorded to customers pursuant to Federal or State Law.
- 23.4. Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California.
- 23.5. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to this Agreement and their representatives, successors, and permitted assigns.

- 23.6. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.
- 23.7. Notice. Notice under this Agreement shall be given by United States Mail, postage prepaid, addressed as follows:

City:

City Manager (or his/her designee) City of Blythe 235 N. Blythe, CA 92225

Broadway

Contractor:

CR&R Incorporated P.O. Box 1208 Perris, CA 92572

Attn: Senior Regional V.P.

Copy to:

CR&R Incorporated P.O. Box 125 Stanton, CA 90680 Attn: Chairman/President

- 23.8. Attorney's Fees. In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorney's fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.
- 23.9. Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties with respect to the matters covered. No verbal agreement or understanding with any officer, agent, or employee of the City, either before, during, or after the execution of this Agreement, will affect or modify any of the rights or obligations herein contained. This Agreement shall

supersede and replace all previous Agreements between the parties for solid waste handling services, which Agreements shall be of no force and effect.

- 23.10. Section Headings. The section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.
- 23.11. References to Laws. All references in this Agreement to laws will be understood to include existing laws as they may be subsequently amended or recodified, unless otherwise specifically provided.
- 23.12. Interpretation. This Agreement, including the attached exhibits, will be interpreted and construed reasonably, and neither for nor against either party, regardless of the degree to which either party participated in their drafting.
- 23.13. Amendments. This Agreement may not be amended in any respect except by a writing signed by the parties.
- 23.14. Severability. If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, state or local law, the invalidity or unenforceability of that provision will not affect any of the remaining provisions of this Agreement, which provisions will be enforced as if such invalid or unenforceable provision had not been included.
- 23.15. Non-Waiver Provision. Failure of either party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other party.

The remainder of this page is intentionally left blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below by the authorized signature.

	CITY OF BLYTHE
ATTEST:	Ву:
	Title:
CITY CLERK	Date:
APPROVED AS TO FORM:	
CITY ATTORNEY	
	CR&R INCORPORATED., A California Corporation
	By:(Authorized Representative)
	Title:
	Date:
	CR&R INCORPORATED.,
	A California Corporation
	By:(Authorized Representative)
	Title:
	Date:

Exhibit A

Schedule of Rates

Effective February 1, 2015

Residential Services

Two Standard 95-gallon carts \$19.96 per month

Additional 95 Gallon Solid Waste Cart \$7.96 per cart per month

Additional 95 Gallon Recycling Cart \$1.89 per cart per month

Additional Cart Exchange (Over one per year) \$16.00 per cart

Additional Cart Replacement (Over one per year) \$16.00 per cart

Residential Bulky Item Fee (Over four per Calendar year) \$23.00 per item

Residential New Account Set-Up Fee \$25.00 per account

Residential Mail-In Sharps Kit \$99.95 per kit

Residential Compact Florescent Bulb Kit \$56.00 per kit

Three Cubic Yard Clean Up Bin (Includes one service) \$52.85+\$2.00/Day after 7 days

Additional Dump on Two Cubic Yard Bin \$52.85 per service

Four Cubic Yard Clean Up Bin (Includes one service) \$70.46+\$2.00/Day after 7 days

Additional Dump on Three Cubic Yard Bin \$70.46 per service

Residential Bin Relocation Fee \$50.00 per bin per occurrence

Residential Delinquent Account Cart Removal \$50.00 per set

Residential Delinquent Account Cart Re-Instatement \$50.00 per set

CFC Removal \$45.00 per item

Burned Cart Replacement Fee (Residential or Commercial) \$65.00 per cart

Green waste Drop-Off (Landscapers/Business Only) \$15.00 per pick-up load

Commercial Services

95 Gallon Commercial Cart Service (Two Carts) \$49.67 per month

Additional 96 gallon commercial carts (one maximum) \$8.96 per cart per month

Two Cubic Yard Trash Bin Service

One time per week \$98.23 per month

Two times per Week \$196.70 per month

Three Cubic Yard Trash Bin Service

One time per week \$147.53 per month
Two times per week \$247.06 per month
Three times per week \$346.56 per month
Four times per week \$446.11 per month
Five times per week \$545.63 per month

Four Cubic Yard Trash Bin Service

One time per week \$196.70 per month
Two times per week \$329.37 per month
Three times per week \$462.08 per month
Four times per week \$594.73 per month
Five times per week \$727.44 per month

Six Cubic Yard Trash Bin Service

One time per week \$229.63 per month
Two times per week \$451.23 per month
Three times per week \$611.69 per month
Four times per week \$759.26 per month
Five times per week \$899.69 per month

Three Cubic Yard Recycling Bin Service

One time per week \$99.62 per month
Two times per week \$169.56 per month
Three times per week \$242.95 per month
Four times per week \$298.23 per month
Five times per week \$376.54 per month

Four Cubic Yard Recycling Bin Service

One time per week \$137.57 per month
Two times per week \$228.32 per month
Three times per week \$319.32 per month
Four times per week \$398.97 per month
Five times per week \$494.65 per month

Additional Commercial Services

Extra Pick Up on Existing Bin (Any Size-Same Service Day) \$92.00 per trash bin Extra Pick Up on Existing Bin (Any Size-Same Service Day) \$72.00 per recycle bin Cart New Account Set-Up Fee (Temp or Perm) \$34.00 per account Bin New Account Set-Up Fee (Temp or Perm) \$50.00 per account Commercial Overage Fee \$56.00 per bin or cart Recycle Bin Contamination Fee \$54.00 per occurrence \$65.00 per bin Commercial Bin Delivery Fee (Temp or Perm) Commercial Bin Removal Fee (Temp or Perm) \$65.00 per bin Commercial Cart Delivery Fee

Commercial Cart Delivery Fee \$55.00 per set of two carts

Commercial Cart Removal Fee \$55.00 per set of two carts

Commercial Scout Service \$45.00 per bin per month

Commercial Bin Relocation Fee \$50.00 per bin per occurrence

Commercial Locking Bin \$16.00 per bin per month

Replacement Lock or Key \$15.00 each

Replacement of Stolen or Burned Bin \$500.00 each bin

Commercial Bulky Item Fee \$35.00 per item

Bin Exchange in Excess of one per year \$75.00 per bin

Commercial Delinquent Account Removal Fee \$55.00 per bin

Commercial Delinquent Account Re-instatement Fee \$55.00 per bin

Commercial Bin Rollout Fees:

0-20 Feet No Charge

21-36 Feet \$10 per bin per month

37-52 Feet \$15.00 per bin per month

53-68 Feet \$20.00 per bin per month

69-84 Feet \$25.00 per bin per month

Greater than 84 Feet \$30.00 per bin per month

Rolloff Services

10-40 Cubic Yard Trash Rolloff Container \$247.84 per haul + disposal cost

10-40 Cubic Yard Recycle Rolloff Container \$247.84 per haul

Rolloff Compactor Haul Fee \$498.84 per haul + disposal cost

Rolloff Container Delivery Fee \$76.42 per container

Rolloff New Account Set-Up Fee \$50.00 per account

Rolloff False Run Fee \$95.00 per container

Street Sweeping Services

Other Associated Work \$75.00 per hour (port-to-port)

EXHIBIT B

[List of City Facilities]

Police Department
City Hall
Public Works
Wastewater Treatment Plant
Water Treatment Plant
Rec Center
Murphy Reservoir
Fire Department
Todd Park
Miller Park
Quechan Park
Public Works Yard (tires will be allowed, No asphalt or concrete grindings or AC Pipe)
Public Works office
**CR&R will provide free City Services (solid waste and recyclables) to the above listed facilities. This service does not include any hazardous or special wastes,

EXHIBIT C

Back Alley Transition Plan

There are approximately 1880 residential customers who are currently provided with weekly back alley service in the City of Blythe. Currently, these residents are provided with one four cubic yard bin, located in the alley behind their home, for their residential refuse service. There is approximately one four cubic yard bin for every four homes. In an effort to improve and standardize residential services throughout the City, the contractor and the City have agreed to move these customers from back alley to curbside cart service. In an effort to accomplish this transition under a seamless and coordinated approach, the City and contractor have agreed on the following transition plan.

- Contractor will develop an educational/informational campaign free of charge to the City or its residents
- The educational campaign will layout a timeline as well as service parameters for each affected residential customer
- City will approve the contractor's transition and public education plan prior to implementation
- Contractor will provide each residential customer that currently receives back alley service with two approximate ninety-five (95) gallon carts which will be serviced on a weekly basis
- Each set of carts will have educational materials attached when delivered
- Once delivered, service on these carts would begin immediately
- Carts will be delivered within 120 days of the effective date of this agreement
- Carts would be serviced curbside, in front of each home
- Bins would be removed from the alleys by section and over an agreed upon length of time not to exceed 180 days from the execution of this agreement

Benefits of this new service include:

- Mitigating Illegal Dumping in the alleyways
- Mitigating the potential for Hazardous Waste being disposed of in the alleys
- Mitigating the potential for rodents and stray pets around trash bins
- Mitigating the potential of Storm Water Liabilities for the City
- Improving overall Safety and City aesthetics
- Increasing community pride
- Standardization of service levels throughout the community



CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT: Resolution No. 2015-001 – Establishing late payment fees in association

with delinquent utility accounts

PRESENTED BY: Christa Elms, Deputy Director of Finance

PREPARED BY: Christa Elms, Deputy Director of Finance

RECOMMENDATION: It is recommended that the City Council adopt the following attached Resolution:

Resolution 2015-001 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

BLYTHE CALIFORNIA ESTABLISHING LATE PAYMENT FEES IN ASSOCIATION WITH DELINQUENT UTILITY

ACCOUNTS

FISCAL IMPACT: Anticipated reduction in delayed revenues, an un-projected amount of revenue in delinquent fees, and less staff time addressing delinquent accounts.

BACKGROUND: Currently the City of Blythe does not have a penalty program in place for delinquent utility ratepayers. Utility billing generates over nine hundred (900) shut off notices monthly, totaling over \$200,000 in delayed revenues.

STAFF REPORT: The Utility Billing Staff is responsible for the billing and collection of over thirty-eight hundred (3,800) customers. Of these customers approximately nine hundred (900) of these accounts receive shut off notices and approximately eighty (80) are disconnected each month. These delinquent accounts are not only labor-intensive in the collection process, but also equate to over \$200,000 in delayed revenues used for operations each month.

Monthly bills of the City's customers are due on the 10th day of the month and following a nine-day grace period are considered delinquent on the 20th. Accounts that become delinquent have the option of requesting a payment extension. If the customer fails to request an extension on a delinquent account or exceeds the allowed time on an extension given, the account becomes subject to disconnection, thereafter. Currently, the City does not penalize ratepayers for paying late.

Staff is recommending that Council adopt Resolution No. 2015-001 approving a 10% late payment policy on delinquent accounts. This fee will be assessed on the 20th day of each month with a minimum charge of \$1 to maximum charge of \$500 on each delinquent account. This fee will continue to be assessed each month the account remains delinquent.

Staff hopes that implementing a late payment policy to the billing process will provide an incentive for the customers to pay their accounts on time. The end goal of the City is to see a significant drop in late payments.

ATTACHMENTS:

1. Resolution No. 2015-001

RESOLUTION NO. 2015-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CALIFORNIA ESTABLISHING LATE PAYMENT FEES IN ASSOCIATION WITH DELINQUENT UTILITY ACCOUNTS

WHEREAS, the City of Blythe periodically encounters delinquent utility ratepayers; and

WHEREAS, the City Council has determined it necessary for the collection of these accounts;

WHEREAS, the City Council therefore desires to establish such fees as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, the City of Blythe hereby authorizes the following fees associated with delinquent utility accounts:

Section 1. Payments are due on the tenth day of each month and given a nine-day grace period. A late payment fee will be charged for all balances owed on account that is not received and credited to the customers account by the nineteenth day of each month.

<u>Section 2.</u> The City of Blythe will assess the late payment fee to the customers account on the twentieth day of each month.

Section 3. At the time of assessment a late payment fee of 10% of all amounts owed on the account will be charged with a minimum late payment fee of \$1.00 and maximum fee of \$500.00.

<u>Section 4.</u> This fee will be charged each month that the active or inactive account remains delinquent.

Section 5. This Resolution shall take effect immediately upon adoption

AYES:

PASSED, APPROVED and ADOPTED, this 27th day of January 2015 by the following roll call vote to wit:

NOES:		
ABSENT:		
	Mike Evans, Mayor	

ATTEST:
Mallory Sutterfield, City Clerk
(SEAL)

CITY OF BLYTHE CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: January 27, 2015

SUBJECT:

City of Blythe Splash Pad -CDBG Project No. 4.BL.32-12/4.BL.34-13

Fencing and Change in Scope of Work (Change Order No 2).

PRESENTED BY:

Armando Baldizzone, Public Works Director

PREPARED BY:

Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council authorize City Manager or his designee to approve the change order for fencing and increase in the scope of work (Change Order No 2) for the Splash Pad project in the amount of \$30,925.15

FISCAL IMPACT: CDBG funds. As of August 26, 2014 the available funds for this project were \$287,298, less the original award \$158,058.91 and less the change in the scope of work (Change Order No 1) for a 2,000 square feet splash pad \$54,776.21, therefore; the \$30,925.15 required for this change order is within the available funds.

BACKGROUND:

Available funds as of August 26, 2014:	\$287,298.00
Original contract:	\$158,058.91
Change Order No 1 October 14, 2014 (change in size)	<u>\$ 54,776.21</u> \$212,835.12
Assailable funda	\$ <i>74.462</i> 88

Available funds:

\$ 74,462.88

STAFF REPORT: On October 14, 2014 City Council authorized staff to proceed with a 2,000 sq.ft. footprint Splash Pad allowing the contractor to prepare plans and specifications for the construction. An estimate for fencing in the amount of \$13,000 was included, and the request of not to exceed \$70,000 on top of the original contract was granted.

The fencing cost from Splash Zone (contractor) received on December 23, 2014 is \$14,917.00; which is above the estimate presented on October 14, 2014. (See Attachment 1)

Additional work was performed by the Splash Zone subcontractor (Willcorp Engineering Inc.) while performing the water and sewer connections to the splash pad. The extra work was required and performed due to incidents and discrepancies within the scope of work, and it is detailed as follows:

There was sewer back up which extended the work to be done in the sewer on 1 extra day.

- The water main on Main Street was not in the location shown on the bid documents. The water main is located 40 feet away of the documents referenced for this project. Therefore the 2 trenches needed to be extended 40 feet each. This issue included a longer service line (pipe connection material from the main to the water meter); additional base material; and additional asphalt mix.
- The water main, as shown on the City plans is a 6- inches and the water main founded at Main Street was an 8-inches line. Therefore, the subcontractor needed to change the size of the clamps for the hot tap connection.
- It was found that Main Street has 18" to 24" of asphalt thickness to trench which required different equipment than to trench 6' of asphalt. A breaker was brought to the site to perform the additional work.
- The extra work performed extended the work to be done on the water connection 2 extra days.

The cost of the additional work for the sewer and the water connections including labor (prevailing wages), mobilization, equipment fuel, materials, deliveries, dumping fees and lodging, is in the amount of \$16,008.15. (see Attachment 2).

Change Order No 2 for the City of Blythe Splash Pad will include the costs of the fencing and the additional work performed By Splash Zone subcontractor, and it will be in the amount of \$30,925.15.

The funding available after Change Order No 2 is \$43,537.73

ATTACHMENTS:

- 1- Perimeter Fencing Options
- 2- Additional Work due to incidents and discrepancies on the scope of work.

Armando Baldizzone

From:

Debbie Scalf [deb@splashzone.com]

Sent:

Tuesday, December 23, 2014 10:21 AM

To:

Armando Baldizzone

Cc:

Ryan Werlich

Subject:

Blythe - fencing

Attachments: Blythe fencing options.pdf

Armando,

Here are the options for fencing around the perimeter of the splash pad.

OPTION 1: 176 FT OF 4 FT 2-RAIL ORNAMENTAL FENCE PRICE \$14.917

OPTION 2: 176 FT OF 6 FT 2-RAIL ORNAMENTAL FENCE PRICE \$16,093

OPTION 3: 176 FT OF 4 FT 3-RAIL ORNAMENTAL FENCE PRICE \$15,960

OPTION 4: 176 FT OF 6 FT 3-RAIL ORNAMENTAL FENCE PRICE \$17,311

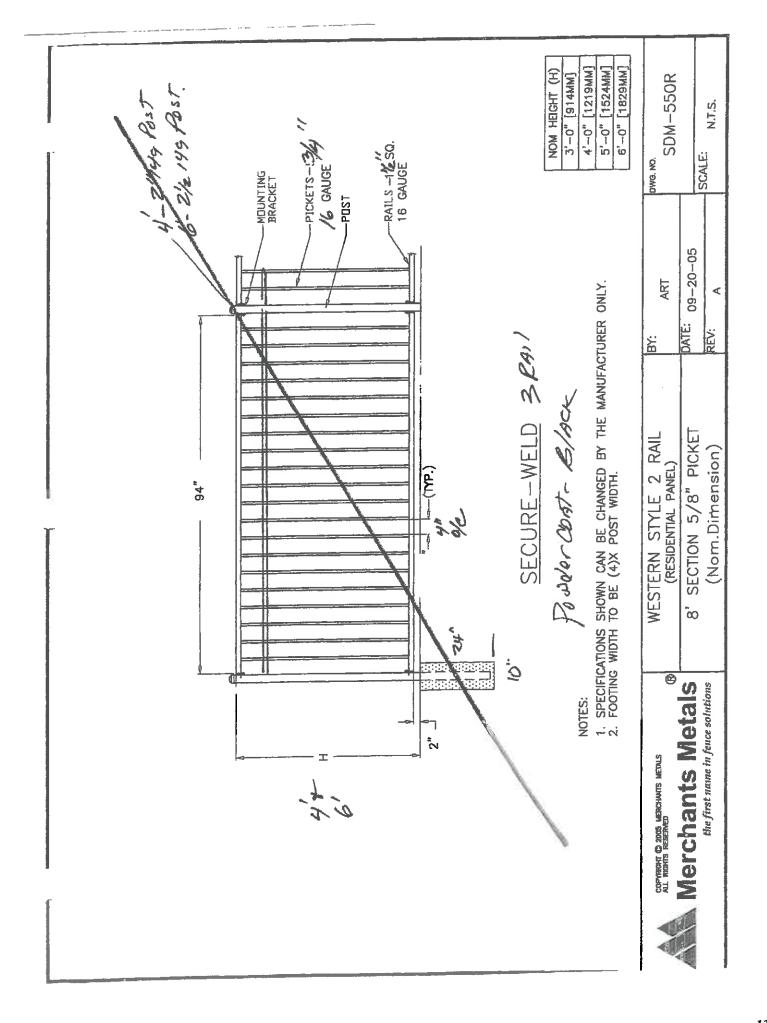
See attached drawings for clarification.

Please advise which option works best.

Thanks,

Deb

Splash Zone





Splash Zone® p. 800-985-3031 f. 866-869-3942

DATE: January 13, 2015

Addendum to contract #: 032014-317 Customer ID: BlytheCA2014

Contract pricing valid for 60 days from proposal date Prepared by: Ryan W.

Owner/GC Info: Armando Baldizzone City of Blythe CA

Phone: 760-922-6611 / Email: abaldizzone@cityofblythe.ca.gov

· · · · · · · · · · · · · · · · · · ·	, , ,	
	COMMUNITY SPLASH PAD LO	CATED AT:
	Tomm Park, Blythe, CA	<u> </u>
	CHANGE ORDER DESCRIP	TION:
INCEDENTS ENCOUNTERED DIT	DING OF IR SCOPE OF WORK PEST	TING IN EYETA COST:

- Monday December 15, 2014 Had Sewage Backflow On Main Sewer Line During Connection, Additional Equipment and Labor
- Tuesday December 16, 2014 Discovered Water Main Location Was At The Far West Side of Main St. Verses East Side of Center line Shown on Plans/Atlas, During Asphalt Removal at Hot Tap Location we Encountered 14" Thick Asphalt Verses 6" – 8" Thick, Asphalt Thickness Increased to 22" – 24" Thick Through Center Line/Crown Area of Street, Existing Water Main Was 8" Verses 6" Main Shown on Plans
- Wednesday December 17, 2014 Mobilization of Breaker, Additional Equipment and Labor for Asphalt Removal,
 Additional Lodging
- Thursday December 18, 2014 Additional Equipment and Labor for Asphalt Removal, Hot Taps, Water Services, Backfill and Compaction, Additional Class 2 Base W/Delivery, Additional Lodging
- Friday December 19, 2014 Additional Equipment and Labor for Paving, Additional Hot Mix Asphalt W/Delivery
- Monday December 22, 2014 Additional Equipment, Labor, Trucking and Demo Removal W/Dump Fees, Additional Concrete Construction
- ADDITIONAL LABOR TOTAL=\$9,473.42
- ADDITIONAL MOBILIZATION, EQUIPMENT, FUEL TOTAL= \$3,359.97
- ADDITIONAL MATERIALS, DELIVERIES, DUMP FEES, LODGING TOTAL=\$3,174.76

Total = \$16,008.15

SUB TOTAL			\$16,008.15
SALES TAX		\$	
	TOTAL	\$	16,008.15

Signed:Splash Zone® LLC		Date:
Accepted:Owner (Client) / GC		Date:
	THANK YOU FOR YOUR	BUSINESSI

CITY OF BLYTHE CITY COUNCIL MEETING



MEETING DATE: January 27, 2015

City of Blythe - Street Project Identification SUBJECT:

PRESENTED BY: Armando Baldizzone, Public Works Director

PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council authorize City Manager or his designee to proceed with the design of street projects in City of Blythe and authorize purchase orders in the amount not to exceed \$289,000 (\$262,600 plus 10% contingency) with NV5.

FISCAL IMPACT: \$289,000 Measure A

BACKGROUND: According to the 2007 Pavement Management System Implementation for the City of Blythe analysis; \$4.3 million per year were necessary to maintain the current pavement network condition, and \$7.6 million per year were necessary to eliminate the backlog and increase the network condition to a satisfactory level.

The implementation of the Pavement Management System was abandoned due to the financial situation of the City.

Staff has been working in identifying streets requiring maintenance and rehabilitation based on visual inspection of the existing conditions. The design of these projects will provide staff with the necessary documentation to bid projects as soon as funding are available.

STAFF REPORT: Staff reviewed the existing information of the City of Blythe Pavement Management System (2007) and has performed a visual inspection and proposed the following projects:

1- E Barnard St. from 2nd Street (W) to Birch Street (E), including the intersection at 7th

Length = 9.850 ft. - Width = varies from 36 ft to 50 ft

Project Description: Thick overlay (Mill 1.5" and Overlay 3"AC) on existing

flexible pavement

Estimated Construction Cost: \$643,000

Design Cost= \$ 64,300

2- W. Rice St. from S. Willow Ave. (E) to S. Lovekin Boulevard (W).

Length = 330 ft. - Width = 40 ft

Project Description: Major reconstruction (AC and Base) addressing sidewalks and

ADA ramps in all corners

Estimated Construction Cost: \$168,000

Design Cost= \$ 16,800

3- S. Willow St. from 14TH Ave. (S) to W. Wells St (N) and W. Wells St from S. Willow St (E) to Lovekin Blvd (W).

Length = 1,200 ft. - Width = 40 ft

Project Description: Major reconstruction (AC and Base)

Estimated Construction Cost: \$498,000 Design Cost= \$49,800

4- 14TH Ave. from Lovekin Blvd (W) to Braodway (E)

Length = 2,635 ft. - Width = 40 ft

Project Description: Thick overlay (Mill 1.5" and Overlay 3"AC) on existing

flexible pavement

Estimated Construction Cost: \$367,000 Design Cost= \$36,700

5- Broadway from 14TH Ave. (S) to Hobsonway (N) and Broadway from Barnard St (S) to 432 N Broadway (N).

Length = 3,628 ft. - Width = varies 60 ft to 81 ft

Project Description: Thick overlay (Mill 1.5" and Overlay 3"AC) on existing

flexible pavement

Estimated Construction Cost: \$950,000
Design Cost= \$95,000

Future projects in the pipeline are:

• 7th Street from Barnard Street (S) to Chanslorway (N)

Length = 1,325 ft. - Width = 47 ft

Project Description: Thick overlay (Mill 1.5" and Overlay 3"AC) on existing

flexible pavement

Estimated Construction Cost: \$217,000 Design Cost= \$21,700

Hobsonway from Sparklin Lagoon (E) to the City Limits (W)

Length = 18,350 ft. - Width = 31 ft

Project Description: Thick overlay (Mill 1.5" and Overlay 3"AC) on existing

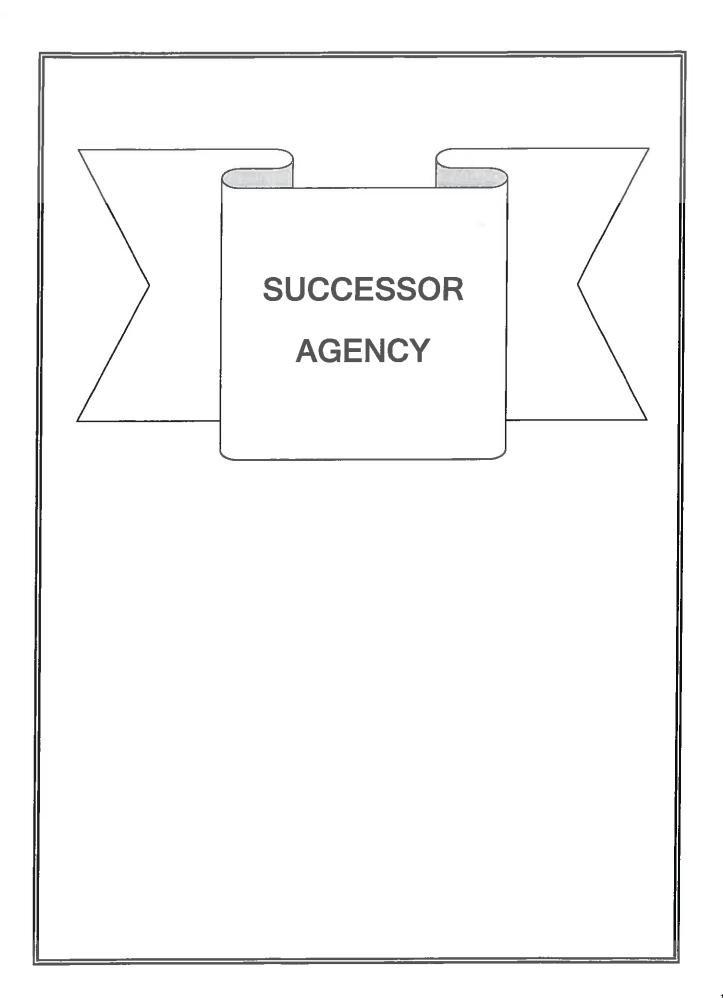
flexible pavement

Estimated Construction Cost: \$1,980,000

Design Cost= \$ 198,000

Staff has estimated construction costs with projects costs in the past years and also estimated design cost for these projects as ten percent (10%) of the construction cost, considering that design costs varies according to the project between 6% to 12%.

ATTACHMENTS:





SUCCESSOR AGENCY TO THE **BLYTHE REDEVELOPMENT AGENCY BOARD OF DIRECTORS**

STAFF REPORT

MEETING DATE: January 27, 2015

Resolution No. SA 2015-001 – Authorizing the investment of money in SUBJECT:

the Local Agency Investment Fund (LAIF) of the State of California

PRESENTED BY: Christa Elms, Deputy Director of Finance

Christa Elms, Deputy Director of Finance PREPARED BY:

RECOMMENDATION: It is recommended that the Board of Directors of the Successor Agency to the Blythe Redevelopment Agency adopt Resolution No. SA 2015-001:

Resolution 2015-001 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

SUCCESSOR AGENCY TO THE BLYTHE REDEVELOPMENT AGENCY AUTHORIZING THE INVESTMENT OF MONEYS IN THE LOCAL AGENCY INVESTMENT FUND OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN

CONNECTION THEREWITH

FISCAL IMPACT: None

BACKGROUND: This item addresses an amendment to previously adopted Resolution No.

SA 2012-004.

STAFF REPORT: Previously the Board of Directors of the Successor Agency to the Blythe Redevelopment Agency adopted Resolution No. SA 2012-004 as required by the State Treasurer's Office, authorizing the investment of money in the Local Agency Investment Fund (LAIF) of the State of California.

This resolution also defines that only authorized individuals holding positions of Executive Director and Finance Officer, acting together, may deposit or withdrawal monies in LAIF on behalf of the Successor Agency. Because of recent changes in the structure of staff and the way the resolution is written, the appropriate staff is unable to conduct business with the State.

Staff is recommending that the Board adopt Resolution No. SA 2015-001, authorizing the addition of the City Treasurer in the current language and revising that any two (2) of the three (3), acting together, are hereby authorized to order the deposit or withdrawal of monies in LAIF on behalf of the Successor Agency.

ATTACHMENTS:

Resolution No. SA 2015-001

RESOLUTION NO. SA 2015-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE BLYTHE REDEVELOPMENT AGENCY AUTHORIZING THE INVESTMENT OF MONEYS IN THE LOCAL AGENCY INVESTMENT FUND OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

RECITALS:

- A. AB X1 26 and AB X1 27 were signed by the Governor of California on June 29, 2011, making certain changes to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "Redevelopment Law"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85").
- B. The California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al.* v. *Matosantos, et al.* (Case No. S194861)) alleging that AB X1 26 and AB X1 27 are unconstitutional. On December 29, 2011, the Supreme Court issued its opinion in the Matosantos case largely upholding AB X1 26, invalidating AB X1 27, and holding that AB X1 26 may be severed from AB X1 27 and enforced independently.
- C. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later.
- D. As a result of the Supreme Court's decision, the Blythe Redevelopment Agency (the "Redevelopment Agency"), a redevelopment agency in the City of Blythe (the "City"), created pursuant to the Redevelopment Law, was dissolved pursuant to Part 1.85 on February 1, 2012.
- E. By its Resolution No. 2011-045, adopted on September 27, 2012, the City Council of the City made an election to serve as the successor agency to the Redevelopment Agency under Part 1.85 (the "Successor Agency").
- F. By its Resolution No. SA 2012-004, adopted on February 14, 2012, the City Council, acting as the governing board for the Successor Agency, established rules and regulations applicable to the governance and operation of the Successor Agency, and pursuant to such resolution provided that the Successor Agency will be governed by a Board of Directors (the "Board") consisting of the members of the City Council of the City.

- G. Pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create the Local Agency Investment Fund ("LAIF") in the State Treasury for the deposit of moneys of local agencies for investment by the State Treasurer.
- H. The Redevelopment Agency from time to time invested its money in LAIF in accordance with the provisions of Section 16429.1 of the California Government Code.
- I. Pursuant to Part 1.85, all assets and properties of the Redevelopment Agency are transferred to the control of the Successor Agency as of February 1, 2012.
- J. In response to a request of the State Treasurer's Office, the Board wishes to adopt this resolution authorizing the investment of Successor Agency moneys in LAIF and authorizing certain officers of the Successor Agency to order the deposit or withdrawal of moneys in LAIF on behalf of the Successor Agency.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE BLYTHE AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

- Section 1. The above recitals are true and correct and are a substantive part of this Resolution.
- Section 2. The Board hereby finds that it is in the best interest of the Successor Agency to deposit and withdraw moneys in LAIF from time to time in accordance with the provisions of Section 16429.1 of the California Government Code for the purpose of investment as stated therein.
- Section 3. The deposit and withdrawal of the Successor Agency's monies in LAIF in accordance with the provisions of Section 16429.1 of the California Government Code from time to time for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard, are hereby authorized.
- <u>Section 4.</u> That any two (2) individuals holding the positions of Executive Director, Finance Officer, and City Treasurer of the Successor Agency, acting together, or their successors in such offices, are hereby authorized to order the deposit or withdrawal of monies in LAIF on behalf of the Successor Agency for any account of the Successor Agency (including accounts maintained by the Redevelopment Agency which are now accounts of the Successor Agency).
- Section 5. The officers of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any additional instruments which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 6. The Secretary of the Successor Agency is hereby authorized and directed to submit a certified copy of this Resolution and such forms as may be required to the Office of the State Treasurer to effectuate the purposes of this Resolution.

PASSED AND ADOPTED this 27th day of January, 2015.

	Mike Evans, Chair	
ATTEST:		

